

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 79							
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DAMT01-03-R-0047							
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ALI BESHIR			b. TELEPHONE NUMBER (No Collect Calls) 703-428-2047		6. SOLICITATION ISSUE DATE 07-Jul-2003						
9. ISSUED BY MILITARY TRAFFIC MANAGEMENT COMMAND MTAQ-D DOMESTIC TRANSPORTATION DIV RM 12S45, 200 STOVALL ST. ALEXANDRIA VA 22332-5000 TEL: 703-428-3204 FAX: 703-428-3362		CODE MT01B8		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 4700 SIZE STANDARD: \$ 21,500,000		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		12. DISCOUNT TERMS					
15. DELIVER TO SEE SCHEDULE				16. ADMINISTERED BY				CODE					
17a. CONTRACTOR/ OFFEROR TEL. FACILITY CODE				18a. PAYMENT WILL BE MADE BY					CODE				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM									
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT		
		SEE SCHEDULE											
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL AWARD AMOUNT					
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.								ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.								ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				2 COPIES		29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:							
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				31c. DATE SIGNED					
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:								
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR					
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE			32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			37. CHECK NUMBER					
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER			40. PAID BY				
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE		42a. RECEIVED BY (Print)								
					42b. RECEIVED AT (Location)								
					42c. DATE REC'D (YY/MM/DD)			42d. TOTAL CONTAINERS					

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)
Prescribed by GSA
FAR (48 CFR) 53.212

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	See Pricing Schedule / Estimated Volume FFP (Base Year) In accordance with the Performance Work Statement (PWS), Provide Transportation Service of repair and repair parts within and between CONUS and Canada and all origin and destination point as indicated in the Pricing Schedule (Attachment 1) that is posted separately on MTMC website.				
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	See Pricing Schedule / Estimated Volume FFP (Option Year 1) In accordance with the Performance Work Statement (PWS), Provide Transportation Service of repair and repair parts within and between CONUS and Canada and all origin and destination point as indicated in the Pricing Schedule (Attachment 1) that is posted separately on MTMC website.				
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	See Pricing Schedule / Estimated Volume FFP (Option Year 2) In accordance with the Performance Work Statement (PWS), Provide Transportation Service of repair and repair parts within and between CONUS and Canada and all origin and destination point as indicated in the Pricing Schedule (Attachment 1) that is posted separately on MTMC website.				
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	See Pricing Schedule / Estimated Volume FFP (Option Year 3) In accordance with the Performance Work Statement (PWS), Provide Transportation Service of repair and repair parts within and between CONUS and Canada and all origin and destination point as indicated in the Pricing Schedule (Attachment 1) that is posted separately on MTMC website.				
NET AMT					

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-OCT-2003 TO 30-SEP-2005	N/A	N/A FOB: Destination	
0002	POP 01-OCT-2005 TO 30-SEP-2006	N/A	N/A FOB: Destination	
0003	POP 01-OCT-2006 TO 30-SEP-2007	N/A	N/A FOB: Destination	
0004	POP 01-OCT-2007 TO 30-SEP-2008	N/A	N/A FOB: Destination	

PWS**Special Notes To Offerors**

Offerors are reminded to submit the following:

- 1) Completed and Signed SF 1449 and Acknowledgement of Any Amendment(s) (SF30), if applicable.
- 2) Completed ATTACHMENT 1/ SCHEDULE B PRICING SHEETS/ ESTIMATED VOLUMES, an excel file for the base year (two years), three-one year options that is separately Posted On MTMC Web Site
- 3) Completed Representations and Certifications, FAR 52.212-3 and DFARs 252.212-7000.
- 4) Complete all required certifications
- 4) "Remit to" Address (see Block 17b of SF 1449), if different from the mailing address.
- 5) Past Performance Information. The offeror must Complete and submit Past Performance Questionnaires (PPQ) (Attachment 4) as instructed.

INFORMATION TO OFFERORS

1. HQ, Military Traffic Management Command (MTMC), is releasing this solicitation. This on-line version of the Request for Proposal (RFP) is the official version for this acquisition. In cases of conflict between the electronic (on-line) version of this RFP and any downloaded version of the RFP, the on-line RFP prevails. NO HARD COPY OF THIS SOLICITATION WILL BE ISSUED. Offerors are encouraged to check the Federal Business Opportunities (FEDBIZOPS) website at <http://www.fedbizops.gov> for any amendments to this solicitation as well as the MTMC Principal Assistant Responsible for Contracting (PARC) homepage. Amendments, if any, will be posted at this site. All updated information pertaining to this solicitation will be listed.

2. QUESTIONS

The cut-off date for all questions in regard to this solicitation, other than questions during the pre-proposal conference and site visit is 16 July 2003 at 4:00 pm local time. Request that all offerors email all questions to the following individuals.

Mr. Ali Beshir: beshira@mtmc.army.mil

or Mr. Raymond Jones: jonesr@mtmc.army.mil

RESPONSES TO ALL QUESTIONS WILL BE POSTED ON THE MTMC WEBSITE.

3. AWARD INFORMATION

Since this is a single award solicitation, one contract is anticipated to be awarded. The guaranteed minimum quantities are 5% of the total estimated volumes and the maximum quantities shall not exceed more than 110% of the total estimated volume.

CLAUSES INCORPORATED BY FULL TEXT AND BY REFERENCE

52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (OCT 2000)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition is 484230. However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, \$21,500,000.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show –

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of requirements documents cited in the solicitation.*

(1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--
GSA Federal Supply Service Specifications Section
Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925)
Facsimile (202 619-8978).

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the—

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094
Telephone (215) 697-2667/2179
Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained-

(A) By telephone at (215) 697_2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of Provision)

ADDENDUM TO FAR 52.212-1 INSTRUCTION TO OFFERORS - - COMMERCIAL ITEMS (OCTOBER 2000)

1. Addendum to Paragraph (b) Submission of offers. In addition to those requirements as stated in paragraph (b), the following are added and shall apply to the submission requirements in response to this solicitation:

(1) FAR 52.219-14 Limitations on Subcontracting - This solicitation is a Small Business set-aside and contains by reference the clause FAR 52.219-14 Limitations on Subcontracting, which prohibits a pure subcontracting pass-through. At FAR 52.219-14(b)(1) it states that at least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern. As an example only, 100 personnel are performing the various services in support of, and as required by the PWS on a contract, and more than 50% of the cost for those personnel performing on this contract belong to the prime, and less than 50% of the cost for those personnel

belong to various sub-contractors, than the contractor is in compliance with FAR 52.219-14(b)(1). All offerors to this solicitation must provide sufficient information regarding their anticipated sub-contracting actions in order to allow the Government to evaluate the offerors intent to be in total compliance with the requirements of FAR 52.219-14 Limitations on Subcontracting. Offerors should, at a minimum, identify the percentage of anticipated sub-contracting effort and the percentage of personnel costs to be expended by employees of their concern.

(2) Proposal Format - All offerors must submit written proposal materials as described below and in the quantities of each volume as stated. In addition, the Offeror should also provide an electronic version of its proposal on Microsoft Windows-compatible 3.5-inch 1.4 MB diskette(s) or 650 MB CD-Rom (CD-R) in Microsoft Windows Word 97 and Excel 97 format or latest version. Any pricing information will be on separate disk(s) from the technical information. In the case of a conflict between the electronic and the hard copy, the hard copy will be considered the correct version.

Volume I - Contracting/Pricing Volume - (Submit 1 with original documents, and 2 copies): Contracting/Pricing Volume will be submitted separately with all executed RFP Documents. Prices will be evaluated for reasonableness. Instructions for preparation of the Contracting/Pricing Proposal are provided at Paragraph 3 (**Proposal Composition Requirements and instructions**) below.

Volume II - Concept of Operations (Submit 5 copies) - The Capability Statement will consist of a 50 page or less document that outlines the company's concept of operations, to include its skills and capability to meet the requirements of this acquisition. Offerors must demonstrate capability and experience in the areas of; operational capability, management capability, and the complete understanding the Governments requirements as described in Paragraph 3 (**Proposal Composition Requirements and instructions**) below. The Capability Statement will be evaluated against the criteria listed under Evaluation Factors in the addendum to FAR 52.212-2, Evaluation, Commercial Items.

Volume III - Past Performance Information (Submit 5 copies) - The offeror must submit Past Performance Documentation in accordance with instructions provided below in the proposal composition requirements and instructions.

(3) Proposal Composition Requirements and Instructions

Volume I – Contracting/Pricing Volume:

1. The Contracting/Pricing Volume shall consist of the OFFER (the solicitation document as completed and signed to include, as a minimum, the pricing sheet /schedule B, Attachment 1, filled in for the base year (two years) and all option years (three-one year options) and complete all certifications required under FAR Clause 52.212-3 and the details of the offered prices. All quantities of shipments shown in the Schedule are estimates, and the government is under no obligation to procure the estimated amounts given. The guaranteed minimum quantities are 5% of the total estimated volume and the maximum quantity shall not exceed 110% of the total estimated volumes.

2. The offerors are cautioned that no reference to proposed price(s) shall be made in any other volumes but volume I.

3. Offerors shall comply with all requirements of the proposal submission instructions. Deviations shall be fully explained; however, inclusion of price/cost in documents other than the Price Proposal is not an acceptable deviation.

Volume II - Concept of Operations:

1. Capability Statement: Information to be included in the Capability Statement is shown below. The offeror is not limited to these categories (except by page limitations) but must address each of the major areas identified. The purpose of the Capability Statement is to determine the offeror's capability and understanding of the Government's requirement based upon its demonstrated skill and experience in work similar in nature and complexity. The offeror is encouraged to provide examples where applicable. The Capability Statement is broken out into three areas, which are listed below:

a. Operational Capability - As a minimum, the offeror should include in its discussion the following:

- Contractor equipment, resources, and financial stability
- The operations of multiple hubs and nodes
- Responding to routine enquiries of status
- Responding to all real time reporting requirements
- Identifying contingent events that could impair satisfactory performance
- Customer Service

b. Management Capability - As a minimum, the offeror should include in its discussion the following:

- Capabilities of Program Manager(s) to include qualifications, experience and relevance.
- Capabilities of organization to include program management, information management, and subcontracting effort in execution and control of total CONUS wide performance
- Quality control systems

Note: Offeror shall submit signed resumes of Program manager(s). Resume(s) are limited to 2 pages each, but will not be counted in the total page limit of the Capability Statement.

c. Understanding the Governments Requirement - As a minimum, the offeror should include in its discussion the following:

- Demonstrated understanding of all performance requirements of the PWS.
- Demonstrated commitment to the stated performance standards
- Familiarity with the uncertainties and risks associated with this type of program

Volume III - Past Performance Information

1. The offeror shall provide a minimum of five (5) references relevant to its past performance and its major subcontractor's past performance in providing similar services under existing or prior contracts for the last 5 years. The offeror shall complete the Past Performance Questionnaire (PPQ), Attachment 4, provided with this solicitation and the completed PPQ from all references responding shall be included within this volume.

2. Offerors may submit information concerning contracts (and subcontracts, if any) which are in any way similar to the work required by the solicitation, or which the offeror considers relevant in demonstrating its ability to perform the required effort. These contracts may be Federal, State, local government, or private. The offeror must include a short explanation describing how the combination of the individual efforts satisfies the requirement for experience. For each contract, the following information shall be provided:

- Contract Number
- Contract type
- Contract Period of Performance. Indicate start and completion date.
- Contract Value
- Name and Address of Customer, to include Point of Contact's name, telephone and fax numbers.
- Contracting Office, if a Government contract. Identify the Contracting Officer, the Contract Administrator (if different from the Contracting Officer), and, if any, the COR (Contracting Officer's Representative). Include the address, telephone/fax numbers.
- Description of services provided.
- Contract relevance. Provide a brief discussion of the technical and functional relevance of the contract to the requirements of the solicitation.
- Information on problems encountered on the above listed contracts and corrective actions taken.
- Any awards, certifications, letters of appreciation, industry recognition of excellence or special awards received with respect with performance of services. The offeror shall describe when and why the certification or awards were received.

3. Information provided as required herein is subject to validation/ verification by the Government. The Government reserves the right to contact the point(s) of contact, officials or any persons involved in any of the above listed contracts and to obtain any additional information it determines necessary from any other source, to evaluate contractor's past performance.

(4) Proposal preparation costs – This Request for Proposal does not commit the Government to pay any costs incurred in the preparation and submission of your proposal or in making any necessary studies for the preparation thereof, or for any visit the Contracting officer may request for the purpose of clarification of the proposal or for preparation of negotiations. By the submission of its offer, the offeror assumes all cost associated.

(5) Pre-proposal Conference – Prospective Offerors are advised that the Government will conduct a Pre-Proposal Conference at Holiday Inn Hampton Hotel & Conference Center at 9:30 AM on 21 July 2003. The address is:

Holiday Inn Hampton Hotel & Conference Center
1815 West Mercury Boulevard
Hampton, Virginia 23666
(757) 896-3363 / (757) 896-3353 (fax)

Seating will be limited to no more than 3 participants per company. Companies/ Carriers must provide the names, phone number and e-mail addresses of attendees **no later than 16 July 03** to Ali Beshir or Raymond Jones at the e-mail addresses below. All questions pertaining to this solicitation should be submitted not later than 16 July 2003 to Ali Beshir, Phone: (703) 428-2047, Fax: (703) 428-3362, or E-mail beshira@mtmc.army.mil. The contracting officer for this project is Mr. Raymond A. Jones. Mr. Jones can be reached at Phone: (703) 428-2034, Fax: (703) 428-3362, or E-mail: jonesr@mtmc.army.mil.

(6) Site-visit: The Norfolk Hub will be available for a site visit on Tuesday, 22 July 2003 at 0900 local time.

1. FISC ATAC Norfolk
427 A. Street, Bldg. SP237
Norfolk Naval Station
Norfolk, VA 23512

There will be one single site visit to FISC ATAC Norfolk location at the date and time indicated above and interested carriers shall contact Michael Pigford at 757-444-9644 **no later than 16 July 2003.**

2. The ATAC Hub San Diego will be available on 24 July 2003 at 0900 local time.

The ATAC Hub San Diego address is:
N64433 ATAC DLR Agent
NAS North Island, Bldg 661
San Diego, California 92315-7093

There will be one single site visit to ATAC Hub San Diego location at the date and time indicated above. Interested carriers should contact Mr. Charles Schumert at (619) 545-8376 **no later than 16 July 03.**

Please be reminded to refer to **FAR 52.247-5 Familiarization with Conditions (Apr 1984) below** and any clarification to site related question should be coordinated with the contracting officer and the contracting officer will respond in writing.

2. Addendum to Paragraph (c) *Period for acceptance of offers*: This paragraph (c) is changed to read as follows: The Offeror agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offers, unless another time period is specified in an amendment to the solicitation.

3. Addendum to Paragraph (e) *Multiple offers*. This paragraph (e) is changed to read as follows: Multiple offers presenting alternative terms and conditions will not be accepted.

4. Addendum to Paragraph (h) *Multiple awards*. This paragraph (e) is changed to read as follows: The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer. However, the government intends to award a single contract resulting from this solicitation.

End of Addendum to 52.212-1

52.212-2 EVALUATION – COMMERCIAL ITEMS (JAN 1999)

1. Basis Of Award

This acquisition is being competed for quality of performance and reasonableness of price, not minimum service at minimum price. Award of a contract will be an integrated assessment of criteria designed to determine which proposal offers the best value to the Government in terms of three evaluation factors – concept of operations, past performance, and price reasonableness, rather than to the proposal which offers the lowest price. Significant differences in measured merit may or may not be deemed affordable. The ultimate source selection will not be made by the application of a mathematical formula or on the basis of scores alone, but by the exercise of sound business judgment on the part of the Source Selection Authority based on an assessment of the evaluation results as a whole.

2. Evaluation Factors

a. Award will be made to the responsible offeror whose proposal conforms to the solicitation and offers the best value to the Government with consideration given to the following three evaluation factors:

- Concept of Operations**
- Past Performance**
- Price**

b. The Government reserves the right to award to other than the lowest priced offeror. The Government also reserves the right to award to other than the offeror(s) receiving the highest evaluation for concept of operations and/or past performance, where doing so would represent the best value to the Government.

c. Concept of Operations, and Past Performance are equal in weight. All evaluation factors other than price when combined is approximately equal to price. Although price will not be scored during the evaluation of the proposals, it may become the determinative factor in the final source selection decision when making the best value determination. Concept of Operations is divided into three sub-factors, which are of equal important to each other: (1) Operational Capability (2) Management Capability and (3) Understanding the Governments Requirement. Past Performance contains three sub-factors which are of equal important to each other: (1) Quality of Service (2) Timeliness of Performance and (3) Business Practices/Customer Satisfaction.

Factor 1 - Concept of Operations: The evaluation of each sub factor is explained below. The Government will evaluate the offeror's understanding of the requirement based on the capability statement. In making this evaluation, the Government will consider the following Sub-Factors:

(1) Sub factor A - Operational Capability: The Government will evaluate the offeror's capability based on the proposed resources it will use in performance of the required services as stated in the PWS.

(2) Sub factor B - Management Capability: The Government will evaluate the offeror's organization and management structure and those components having primary responsibility for performance under the contract as well as the offeror's staffing, experience and quality controls.

(3) Sub factor C - Understanding the Governments Requirement: The Government will evaluate the Offeror's understanding of the Government's overall requirement. Relevant corporate experience,

familiarity with the uncertainties and risks associated with this program and general contractor resources will be evaluated.

Factor 2 - Past Performance: Past performance information will be obtained from references provided by the offeror who completed the Past Performance Questionnaire and from other sources known to the Government or learned of in the course of the evaluation. An offeror who has no relevant past performance history for a particular factor will not be evaluated favorably or unfavorably (i.e. will be given a neutral rating for that factor.) Each offeror will be evaluated on performance under existing and prior contracts for similar services. Performance information will be used for both responsibility determinations and as an evaluation factor against which offerors relative rankings will be compared to assure best value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the contract under consideration.

The Government will contact the references provided in the offer, former customers, etc. to enquire about past performance to include, but not limited to, its reputation for conforming to terms and conditions, for accurately estimating and controlling costs, for adherence to contract schedules (including the administrative aspects of performance); for reasonable and cooperative behavior, and commitment to customer satisfaction. The Government may contact references other than those identified by the offeror. The following sub factors are of equal importance.

(1) Sub factor A - Quality of Service: Will be evaluated for the offeror's record of conforming to specifications and providing quality services.

(2) Sub factor B - Timeliness of Performance: Will be evaluated for the offeror's ability to meet contractual performance schedules.

(3) Sub factor C - Business Practices/Customer Satisfaction: Will be evaluated for the conduciveness of offeror's business practices to ensure a cooperative and frictionless relationship with its customers.

Factor 3 Price: Price will be evaluated for price reasonableness in accordance with FAR 15.305(a)(1) based on the total proposed price for the base period of performance and all option periods. The determination that the total price is reasonable will be made by a comparison of other offers received. If only one offer is received, the determination may be based on a comparison to the IGCE or by any other reasonable basis.

3. Evaluation Of Options

Except when determined not to be in the Government's best interests (FAR Part 52.212.2(b)), the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

4. Award on Initial proposals. The contracting officer intends to evaluate offers and make award without discussions with offerors. Therefore offerors are encouraged to insure that initial proposals contain the offeror's most favorable terms and reflect its best possible performance potential.

5. The offer will be considered acceptable if, and only if, the offeror submits the information as required in the Instructions to Offerors, FAR 52.212-1, and Addendum to FAR 52.212-1, and manifests the offeror's unconditional assent to the terms and conditions of the solicitation, including the Performance Work Statement.

6. Discussion/Negotiations: The Contracting Officer intends to clarify all information submitted in response to the solicitation as necessary to evaluate the proposals, and notwithstanding these clarifications, the Contracting Officer still retains the right to award without discussions.

(End of Provision)

52.212-3 - OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (June 2003) With ALTERNATE I (April 2002)

(a) *Definitions.* As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"-

- (1) Means a small business concern-
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

___ TIN: _____.

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____
 (5) *Common parent.*
 ___ Offeror is not owned or controlled by a common parent;
 ___ Name and TIN of common parent:
 Name _____
 TIN _____

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ___ is, ___ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ___ is, ___ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ___ is, ___ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ___ is, ___ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ___ is, ___ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ___ is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it ___ is, ___ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
___ 50 or fewer	___ \$1 million or less
___ 51-100	___ \$1,000,001-\$2 million
___ 101-250	___ \$2,000,001-\$3.5 million
___ 251-500	___ \$3,500,001-\$5 million
___ 501-750	___ \$5,000,001-\$10 million
___ 751-1,000	___ \$10,000,001-\$17 million
___ Over 1,000	___ Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either-

(A) It ___ is, ___ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ___ has, ___ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]*

(10) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that-

(i) It ___ is, ___ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

___ Black American

___ Hispanic American

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians)

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)

___ Individual/concern, other than one of the preceding

(d) *Representations required to implement provisions of Executive Order 11246-*

(1) Previous contracts and compliance. The offeror represents that-

(i) It ___ has, ___ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ___ has, ___ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that-

(i) It ___ has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-North American Free Trade Agreement-Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act-North American Free Trade Agreement-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

NAFTA Country or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
 (2) *Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (May 2002)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (May 2002)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":
 Canadian or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

Line Item No.	Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

(1) ___ Are, ___ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ___ Have, ___ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ___ Are, ___ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126)*. [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) *Certification*. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-4 -- CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (FEB 2002)

(a) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights –

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include –

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any

United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) **Payment.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) **Risk of loss.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) **Taxes.** The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) **Title.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) **Warranty.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) **Limitation of liability.** Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) **Other compliances.** The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) **Compliance with laws unique to Government contracts.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) **Order of precedence.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(End of Clause)

ADDENDUM TO 52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (FEB 2002)

a. Para (c) Changes. Paragraph (c) is changed to read as follows:

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties except for items delineated in the contract as within the authority of the Contracting Officer. Where the Government requests a change requiring written agreement of the parties, the parties agree to undertake best efforts to affect the requested change. Changes in the terms and conditions of a delivery order/task order issued under the contract may be made on a unilateral basis by the government.

b. Para (q) Other compliances. In addition to those compliances stated in paragraph (q), the following are added and shall apply to this solicitation/contract:

(3). 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of fixed price indefinite delivery/indefinite quantity contract resulting from this solicitation.

(End of provision)

(4). 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the end of any period of performance.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

(5). 52.216-19 Order Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

(1) Any order for a single item in excess of its estimated volume;

(2) Any order for a combination of items in excess of their estimated volumes; or

(3) A series of orders from the same ordering office within 90 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 90 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

(6). 52.216-22 Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the expiration of the delivery/task order.

(End of Clause)

52.217-5 Evaluation of Options (July 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within or at any time prior to expiration of the contract.

(End of clause)

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the contract's current period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of clause)

52.219-1 Small Business Program Representations (Apr 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 484230.

(2) The small business size standard is \$21,500,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it ___ is, ___ is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]

The offeror represents, for general statistical purposes, that it ___ is, ___ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]

The offeror represents as part of its offer that it ___ is, ___ is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]

The offeror represents as part of its offer that it ___ is, ___ is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it ___ is, ___ is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]

The offeror represents, as part of its offer, that-

(i) It ___ is, ___ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____]. Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision-

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-6 Notice of Total Small Business Set-Aside (June 2003)

(a) *Definition*. "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *General*.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) *Agreement*. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

(7). 52.233-2 Service of Protest (Aug. 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Officer.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

52.237-3 Continuity of Services (Jan 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to --

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice,

(1) furnish phase-in, phase-out services for up to 90 days after this contract expires and

(2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees

are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of Clause)

52.245-4 Government-Furnished Property (Short Form) (Apr 1984)

(a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when --

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.

(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except --

(1) For reasonable wear and tear;

(2) To the extent property is consumed in performing this contract; or

(3) As otherwise provided for by the provisions of this contract.

(d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.

(e) If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of Clause)

52.247-5 Familiarization with Conditions (Apr 1984)

The offeror shall become familiar with all available information regarding difficulties that may be encountered and the conditions, including safety precautions, under which the work must be accomplished under the contract. The offeror shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required in this contract because the offeror failed to investigate the conditions or to become acquainted with all information concerning the services to be performed.

(End of Clause)

52.247-6 Financial Statement (Apr 1984)

The offeror shall, upon request, promptly furnish the Government with a current certified statement of the offeror's financial condition and such data as the Government may request with respect to the offeror's operations. The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for information will subject the offer to possible rejection on responsibility grounds.

(End of Provision)

52.247- Supervision, Labor, or Materials (Apr 1984)

The Contractor shall furnish adequate supervision, labor, materials, supplies, and equipment necessary to perform all the services contemplated under this contract in an orderly, timely, and efficient manner.

(End of Clause)

52.247-17 Charges (Apr 1984)

In no event shall charges under this contract be in excess of charges based on the Contractor's lowest rate available to the general public, or be in excess of charges based on rates otherwise tendered to the Government by the Contractor for the same type of service.

(End of Clause)

52.247-21 Contractor Liability for Personal Injury and/or Property Damage (Apr 1984)

(a) The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents.

(b) The Contractor, at the Contractor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this contract, insuring the Contractor against all claims for injury or damage.

(c) The Contractor shall maintain Workers' Compensation and other legally required insurance with respect to the Contractor's own employees and agents.

(d) The Government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees and agents in performing under this contract, and the Government shall be indemnified and saved harmless against claims for damage or injury in such cases.

(End of Clause)

52.247-27 - Contract Not Affected by Oral Agreement (Apr 1984)

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Contracting Officer or an authorized representative.

(End of Clause)

252.201-7000 Contracting Officer's Representative (DEC 1991)

(a) Definition. "Contracting Officer's Representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the Contracting Officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a Contracting Officer's Representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

(8). 52.252-2 Clauses Incorporated By Reference (FEB 1998)

This contract incorporates one or more clauses by references, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.204-2 SECURITY REQUIREMENTS (AUG. 1996)

52.233-3	PROTEST AFTER AWARD (AUG. 1996)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.225-13	RESTRICTION ON CERTAIN FOREIGN PURCHASES (JUL 2000)
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(End of Clause)

(10). 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) *Definitions.* As used in this clause-

(1) "Central Contractor Registration (CCR) database" means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) "Data Universal Number System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

(12). 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 1995)

(a) Definitions. As used in this clause-

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it-

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it-

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(13). 252.212-7001 Contract Terms And Conditions Required To Implement Statutes Or Executive Orders Applicable To Defense Acquisitions Of Commercial Items (NOV 2001)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

_____ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416)

_____ 252.206-7000 Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304)

_____ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

- ____ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note)
- ____ 252.225-7001 Buy American Act and Balance of Payments Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).
- ____ 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (SEP 2001) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
- ____ 252.225-7012 Preference for Certain Domestic Commodities (AUG 2000) (10 U.S.C. 2241 note)
- ____ 252.225-7014 Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2241 note)
- ____ 252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2241 note)
- ____ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (____ Alternate I) (DEC 2000) (Section 8064 of Pub. L. 106-259)
- ____ 252.225-7021 Trade Agreements (SEP 2001) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note)
- ____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).
- ____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755)
- ____ 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3))
- ____ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (MAR 1998) (____ Alternate I) (SEP 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- ____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320)
- ____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321)
- X 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410)
- ____ 252.247-7023 Transportation of Supplies by Sea (MAR 2000) (____ Alternate I) (MAR 2000) (____ Alternate II) (MAR 2000) (10 U.S.C. 2631)
- ____ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

(16). **ALTERNATE DISPUTE RESOLUTION PROCEDURES (ADR)**

BACKGROUND: Pub. L. 101-552, the Alternate Dispute Resolution Act encourages the use of alternative means of resolving disputes involving Government agencies. The Act is based on Congress' finding that alternative processes,

including mediation, often “yield decisions that are faster, less expensive and less contentious and can lead to more creative, efficient and sensible outcomes.”

PARTNERING: To most effectively accomplish this contract and resolve potential disputes, the MTMC Contracting Office proposes to form a cohesive partnership with the Contractor. Partnering lays the foundation for better working relations on a project including better dispute resolution. This partnership would strive to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget and on schedule. This partnering would be bilateral in make-up and participation will be totally voluntary. Any cost associated with effectuating this partnership will be agreed to by both parties and will be shared equally with no change in contract price. All partnering procedures shall be conducted IAW applicable ADR laws and regulations.

(End of Addendum to 52.212-4)

(17). 52.16(504)(a)(1) Minimum and Maximum Ordering Quantity

The guaranteed minimum quantity for this contract is 5% of the total estimated volume and the maximum is no more than 110 % of the total estimated volumes.

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (June 2003)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (Aug 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402)

☐ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (4)(i) 52.219-5, Very Small Business Set-Aside (June 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

☐ (ii) Alternate I (Mar 1999) of 52.219-5.

☐ (iii) Alternate II (June 2003) of 52.219-5.

☐ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-6.

☐ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☒ (7) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3))

☐ (8)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2002) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☒ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14))

☐ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

☐ (ii) Alternate I (June 2003) of 52.219-23

☐ (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323)

☐ (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323)

☐ (13) 52.222-3, Convict Labor (June 2003) (E.O. 11755)

☐ (14) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Sep 2002) (E.O. 13126)

☒ (15) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)

☒ (16) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246)

- X (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212)
- X (18) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793)
- X (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- ___ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii))
- ___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (21) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d)
- ___ (22)(i) 52.225-3, Buy American Act-North American Free Trade Agreement-Israeli Trade Act (June 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note)
- ___ (ii) Alternate I (May 2002) of 52.225-3.
- ___ (iii) Alternate II (May 2002) of 52.225-3.
- ___ (23) 52.225-5, Trade Agreements (June 2003) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note)
- X (24) 52.225-13, Restrictions on Certain Foreign Purchases (June 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129)
- ___ (25) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).
- ___ (26) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).
- ___ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (28) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))
- X (29) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (May 1999) (31 U.S.C. 3332)
- ___ (30) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332)
- X (31) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332)
- ___ (32) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a)
- ___ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631)
- ___ (ii) Alternate I (Apr 1984) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- [Contracting Officer check as appropriate.]
- X (1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989) (41 U.S.C. 351, *et seq.*)
- X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*)
- X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*)
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*)
- ___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, *et seq.*)
- (d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this

paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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Addendum 1**Performance Work Statement (PWS)****Tailored Transportation Contract
Navy Advanced Traceability and Control Program (TTC-ATAC)****C.1 Introduction/Background****C.1.1 MTMC**

1. The Military Traffic Management Command (MTMC) is responsible for providing for the transportation needs of the Department of Defense (DOD), including the movement of DOD freight traffic.

2. MTMC is initiating a new form of contract for freight transportation services called Tailored Transportation Contracts (TTC). MTMC has the following two DOD acquisition goals to achieve by using the new Tailored Transportation Contract form:

- Conduct freight transportation services using Federal Acquisition Regulation (FAR) compliant contracts.
- Use performance-based contracts for the acquisition of services.

3. MTMC is also using the new contract initiative as a means to streamline the process and procedures for contracting for freight services.

C.1.2 U. S. NAVY Advanced Traceability And Control (ATAC) Program

The ATAC program is a Naval Supply Systems Command initiative for the tracking, tracing, packing, reporting, and movement of valuable repairable (Not Ready For Issue (NRFI)) items from point of failure to a repair facility, and ultimately back to the end user after repair, (assets that are Ready for Issue (RFI) or on Redistribution Order (RDO)).

C.1.2.1 Regional Concept

1. The program consists of taking repairable parts from two parent sites called Hubs, located on the West (San Diego, CA) and East (Norfolk, VA) Coasts, and smaller sites called Nodes, located in Beaufort, SC; Cherry Point, NC; Jacksonville, FL; Pensacola, FL; Puget Sound, WA; Lemoore, CA; and, Virginia Beach, VA, and shipping them to repair facilities in the U.S. or Canada, and back after repairs are complete. Repairables from nodes located outside of the continental United States (OCONUS), i.e., Pearl Harbor, HI; Sigonella, IT; Yokota, JA; Yokosuka, JA; Okinawa JA; Atsugi, JA; Iwakuni, JA; and, Manama, Bahrain, are shipped to Travis Air Force Base or Navy Air Terminal Norfolk using Government assets.

2. The Government requires the transportation services of one Contractor to move parts within and between CONUS and Canada. The Contractor must have the capability to meet U.S. and Canadian Customs requirements for shipments to and from Canada. Shipments will move by air and/or surface within the following transportation channels: (a) Hub to a repair site or storage point (NRFI); (b) Node to a hub, repair or storage point (NRFI); (c) Transshipment point (Travis AFB to a hub; Norfolk Air Terminal to a hub, storage or repair point) (NRFI); (d) Local pickup (IAW Appendix E) to a node or hub (NRFI); (e) Repair point to end user or stock point (RFI); (f) Stock point to repair point (RDO). Also included is a two-day service requirement for shipments (NRFI) that must be expedited from a hub or node to points throughout CONUS and Canada. These urgently required shipments are known as Carcass Constrained items.

3. Other transportation phases of the program include two day service for Repair and Return (R&R) shipments moving between Lemoore, CA and China Lake, CA; Washington, D.C. and Beaufort, S.C.; Atlanta, GA and Ft. Worth, TX; New Orleans, LA and Atlanta, GA; New Orleans, LA and Ft. Worth, TX; and Fallon, NV and Lemoore, CA.

Regions are as follows:

<u>Regional Grouping</u>	<u>Code</u>	<u>Narrative Description</u>
Region 0	0R	Canada: All provinces and territories
Region 1	1R	ME, VT, MA, RI, CT, NY, NJ, NH

Region 2	2R	PA, DE, MD, DC, VA, WV, KY
Region 3	3R	MI, WI, OH, IN, IL
Region 4	4R	NC, TN, SC, GA, AL, MS, FL
Region 5	5R	MN, ND, SD, IA, NE, MO, KS
Region 6	6R	AR, OK, LA, TX
Region 7	7R	MT, WY, CO, UT, NM, AZ
Region 8	8R	ID, WA, OR, NV, CA (Note: does not include Alaska or Hawaii)

C.1.2.2 Consignor (Origin) Business hours

Unless otherwise stated, all pickups shall be on a Monday through Friday basis.

Norfolk, VA Hub: 0700 – 1530 (All pickups by 1500)
 NAS Oceana, Virginia Beach, VA: 0700 – 1530 (All pickups by 1430)
 MCAS Cherry Point, NC: 0700 – 1530 (All pickups by 1400)
 MCAS Beaufort, SC: 0800 – 1630 (All pickups by 1530)
 FISC, Jacksonville, FL: 0800 – 1630 (All pickups by 1530)
 NAS Pensacola, FL: 0800 – 1630 (All pickups by 1500)
 San Diego, CA Hub: 0600 to 1500
 NAS Lemoore, CA: 0600 to 1530 (All pickups by 1400)
 FISC Puget Sound, WA: 0600 to 1530 (All pickups by 1400)

C.1.2.3 Consignee (Destination) Business hours

1. Unless otherwise stated, all deliveries shall be Monday through Friday. Consignees are installations and facilities within CONUS and Canada, as shown in Appendix E.

2. The business hours of consignees are available in the Transportation Facilities Guide (TFG), a valuable tool used by Government activities and Carriers in coordinating transportation requirements. The TFG and more details on TFG objectives, functional capabilities, and password request procedures are available as part of the web based Electronic Transportation Acquisition (ETA) system under the Global Freight Management (GFM) system at URL <https://eta.mtmc.army.mil> or <https://eta.mtmc.gov>

3. A password is not required to "view" the TFG. Contractors may contact the GFM HOTLINE at 1-800-336-4906, for assistance in viewing the TFG on-line.

C.2 Scope

C.2.1 Types of Services

1. The Contractor shall complete the schedule B (Pricing sheet / Attachment 1) for the base years (tow year base) and all option years (three-one year options) and the price proposed by the contractor shall include the cost to provide all the necessary personnel, management, supervision, reporting requirement, and equipment required for the performance of the transportation services under this contract in accordance with the Performance Work Statement (PWS). For certain locations, local pickup and delivery service will be required at a daily rate proposed by the contractor IAW Schedule B (Pricing sheet/ Attachment 1).

Shipments shall consist of all freight with the exception of the excluded item below. Repair parts range in a wide variety of sizes, from circuit cards, cardboard boxes, wooden crates and metal cans to items larger than a complete aircraft. The Contractor shall be capable of furnishing a variety of equipment, programs and training to handle the freight properly. The average cost of a repair item is approximately \$20,000, with many items of much higher value.

2. The following movements and commodities are excluded from the scope of this contract:

Aircraft Engines (Except FA/18 Aircraft Engines for Repair & Return Services)*
 Marine Gas Turbine Engines (Shipboard Propulsion Units)
 Fleet Ballistic Missile Components
 Classified and other select Security Coded Items
 Document Identifier Code A2_ (Except when part of the RDO/RFI portion of this program)
 Nuclear Reactor Plant Material (Special Material Identification Code [SMIC] X1-X5)

RADIAC Material (Radioactive Assets, Federal Supply Class 6665)

All Class I Explosives

Small Arms and Night Vision Devices

Uncertified and/or improperly prepared hazardous material

Any material with documentation that shows Cognizant (COG) Codes "2F", "2S", "2J", "1_" or "9_". The COG Code is found in the "Distribution Block" of a DD Form 1348-1 or DD Form 1348-1A, record positions (RP) 55-56.

*Engines currently excluded from this contract may be included at a later date.

3. Generally, the Contractor shall receive assets documented by a DD Form 1348-1 or a 1348-1A with Document Identifier (DOCID) "BC1" or "BC2" in RP 1 through 3. This indicates the asset has been returned to the Government in exchange for a usable asset. Occasionally, Customers will return assets excluded by ATAC. These items can normally be identified by a review of the data elements described above, and shall not be accepted by the Contractor. All cargo shall be visually screened by the Contractor to ensure excluded items are not accepted, and to detect hazardous material not identified as such or not properly prepared and certified by the Customer. If the documentation on an asset is missing or illegible, the Contractor shall refuse the asset. If the Contractor accepts an excluded item by mistake, it shall be turned over to the Government for handling.

4. Specialized equipment shall be considered any equipment other than small cargo vehicles, straight trucks, covered vans or flatbeds. The Contractor shall provide a minimum of eight (8) chains and binder sets, and eight (8) nylon straps with fasteners as standard equipment for flatbed/drop frame equipment. It is the Contractor's responsibility to ensure the cargo is protected from the elements.

C.2.2 Changing Mission Requirements

1. Freight estimates used as evaluation factors in this contract are the Government's best estimates of freight moving within the system and are not a guarantee of traffic to be moved. These estimates are provided for information and evaluation purposes only.

2. Mission requirements may make it necessary to change or add distribution methods and/or shipping patterns. If changes are determined to impact Contractor's operations, Contractor shall be notified in advance of any expected changes.

3. The Government reserves the right to ship by other means in lieu of designated Contractor to satisfy requirements. Unscheduled (extra) loads may be offered to a military transporter during a reserve deployment exercise in lieu of designated Contractor(s) at any time.

C.2.3 Billing/PowerTrack:

1. The Contractor shall participate in the US Bank PowerTrack billing and payment system, to include set-up, implementation, and testing. The Contractor shall contact US Bank and arrange for system set-up, training, and project management/implementation. The Contractor shall sign and execute an agreement with US Bank and provide Carrier invoicing in lieu of Commercial Bills of Lading. The Contractor shall begin using PowerTrack for billing and payment processing not-later-than 30 calendar days after signing the Agreement with US Bank. The Contractor shall be US Bank PowerTrack enabled to be considered for award.

2. PowerTrack is an automated on-line payment processing and transaction tracking system that supports logistical transactions. It consists of five primary functions: (1) electronic data transmission, (2) payment approval process, (3) electronic payment and billing, (4) communication for dispute resolution, and (5) customized data analysis.

3. Information regarding PowerTrack capabilities can be obtained from the MRM #15 Program Management Office at USTRANSCOM, TCJ4-LT, 1-618-229-2848. Information can also be obtained by accessing the US Bank website www.usbank.com/powertrack, or by contacting US Bank at 1-612-973-6156. Questions or assistance regarding PowerTrack may be directed to the Naval Transportation Support Center (NAVTRANS) PowerTrack Team at (757) 443-5406.

4. The Contractor shall bill only in accordance with the prices stated in Schedule B as negotiated prior to award, and only for the services rendered. Methods used by the Contractor to pay its underlying carriers and subcontractors is a matter within the discretion of the Contractor.

C.2.4 Defense Table of Official Distances (DTOD):

1. The Department of Defense (DOD) has mandated the use of DTOD as the source for mileage-based transportation payments, including all procurements covered by this contract. Where disputes about distances arise (e.g., radius around a facility for pickup) DTOD mileage shall be used to resolve all disputes and shall be authoritative. The Commercial version, called PC*Miler, is available on-line.
2. Information about DTOD, including the default settings for Freight and Cargo, may be accessed at <http://dtod-mtmc.belvoir.army.mil> click on the "Industry" button.
3. Information about PC*Miler can be obtained by accessing the PC*Miler website at www.pcmiller.com ; or by contacting ALK Technologies, Inc., ATTN: PC*Miler Sales, 1000 Herrontown Rd, Princeton, NJ 08540 USA; or by calling 1-800-377-6453, Fax: 1-609-252-8108.

C.2.5 Government Furnished Property and Services

1. All Hub and Node Sites
 - a. Vehicle passes and personnel identification badges
 - b. Government shall load/unload assets weighing over 8,000 pounds or requiring specialized load/unload equipment (i.e., Crane).
 - c. Space for accepting freight turn over and entry of POR into government-provided software. Equipment and furnishings will not be provided.
 - d. Utilities and phone lines. Contractor shall pay for telephone service.
 - e. The Government shall provide AORS software and data format for the Contractor's use to enter the data elements detailed in Appendix C into the Assigned electronic mailbox.
 - f. Fork lifts at ATAC Government facilities (Nodes & Hubs)
 - g. Limited space shall be provided at the ATAC Hub, San Diego, Building 661, at no cost to the Contractor.
 - h. Telephone service shall be available at cost to the Contractor. Space is a maximum of 6,400 square feet. There is also 6,000 square feet of space available between Buildings 662 and 661, plus 13,500 square feet of space available in front of Building 661 that is also available for consolidation purposes. This space is used for oversize material (primarily crated material, such as airframes, drop tanks, canopies, helo blades, etc., not fitting conveyor lines).
 - i. Limited space shall be provided at the ATAC Hub, Norfolk, Building SP237, at no cost to the Contractor. Telephone service (2 phone/data lines) shall be available at cost to the Contractor. Space is a maximum of 2,500 square feet.
 - j. Space identified at both ATAC Hub sites is the maximum that will be available for the life of the contract.

C.2.6 Contractor Furnished Resources

The Contractor shall provide all personnel and equipment required for the performance of services under this contract. The Contractor shall provide a toll-free number for Customers to call and schedule, cancel, or adjust pick up arrangements or for any other purpose as applicable.

C.2.7 Location(s) of Performance

The Contractor must perform the freight transportation services required under this contract from the Shipper-defined point of origin (See Appendix E) to specified destinations within CONUS or Canada.

C.2.8 Reserved**C.2.9 Freight Carrier Registration Program (FCRP)**

1. All contractors interested in transporting Department of Defense freight must be approved by the FCRP in order to be considered for award. The FCRP requirements and instructions are located on the MTMC web site at <https://144.101.9.140/ccp/jsp/CCPScac.jsp>. Contractors requiring further assistance may contact MTMC Ft. Eustis, VA at 1-757-878-8877.

2. Commodities to be transported may include hazardous material (HAZMAT). Therefore, contractors must submit their HAZMAT Certification upon submission of proposals.

C.3 Applicable Documents

Defense Table of Official Distances (DTOD), commercially known as PC*Miller. Information pertaining to the current version of DTOD can be found on the Internet at <http://dtod-mtmc.belvoir.army.mil/default.asp>

Directory of Standard Carrier Alpha Codes (SCAC) NMF101-series, published by the National Motor Freight Traffic Association, Inc., Agent;

Continental Directory of Standard Point Location Codes (SPLC), NMF 102-series, published by the National Motor Freight Traffic Association, Inc., Agent;

Code of Federal Regulations (CFR), Title 49, Parts 100-199; 300-399; 500-599; and 1000-1399.

National Zip Code Directory, Vol. I and II

Transportation Facilities Guide (TFG), URL: <https://eta.mtmc.army.mil> or <https://eta.mtmc.gov>

Military Traffic Management Command Freight Carrier Registration Program (FCRP) at:
<https://144.101.9.140/ccp/jsp/CCPScac.jsp>

C.4 Work Areas/ Quality Control Plan (QCP)/ Performance Requirements

C.4.1 Quality Control Plan

The Contractor shall submit a proposed QCP as part of its technical proposal. The contractor shall submit a final Quality Control Plan within (20) business days after contract award. The Contractor shall establish and maintain a Quality Control Plan (QCP) to ensure quality service is provided throughout the terms of the contract. The QCP should include as a minimum how the Contractor intends to meet the performance objectives, provide the required transportation service, and should also identify those areas the Contractor sees as critical to the customers for this contract, how it will monitor quality performance in those areas, and how it will maintain or exceed customer expectations, including identification and correction of problems.

C.4.1.1 Monthly Quality Control Inspection Reports

Upon the Contracting Officer's acceptance of the Contractor's Quality Control Plan, the Contractor must submit monthly Quality Control Inspection Reports stating the results of its inspections to the COR.

C.4.1.2 Problem/Failure

The Contractor shall self-identify any problem or failure that may impact contract performance. In accordance with its QCP, the Contractor shall provide the COR with a succinct written plan of action within five (5) business days of Contractor self-identification or awareness of a potential or real problem, failure or deficiency. The Contractor shall detail the methodology for correcting the problem or deficiency in the plan of action, and provide an assurance of the specific time required to bring performance back to acceptable quality levels, as applicable.

C.4.1.3 Use Of Quality Performance Information

Information from these reports will be compiled cumulatively to provide annual reports of past performance for use in past performance evaluations for future awards.

C.4.2 Performance Requirements

Performance Requirements in this contract are expressed in the following manner:

1. Each performance requirement can contain the following three elements. Generally, at a minimum, those Performance Objectives considered critical shall have Measures and Standards, although some Performance Objectives considered non-critical may also include them. In each case, when taken together, these elements constitute a performance requirement.

Performance Objective - A statement of the outcome or results expected of the Contractor.

Performance Measures – Are the critical few characteristics or aspects of achieving the objective that will be monitored by the Government; those things that the Government will be gathering data about. Each objective may have one or more measures.

Performance Standards – The targeted level or range of levels of performance for each performance measure. Also referred to as Acceptable Quality Level (AQL).

Not every performance objective in this contract has a related performance measure or performance standard. However, every performance objective is a contractual performance requirement.

2. The Performance Standards identified in this contract are as follows:

The Performance Standard shall identify a specific target to be met. For example, if the standard is 100%, that means that the Shipper expects that target level of performance to be met every time. For performance objectives without a performance standard stated, it is assumed that the acceptable quality level is 100%. If a standard is 95%, that means that over the specified performance evaluation period, the Contractor must attain the required level of performance at least 95% of the time.

C.4.2.1 Performance Requirement Summary

Performance Objective	Performance Measure	Performance Standard	Responsible Function
C.4.3.1 Pick up	Timely pick up	100%	COR
C.4.3.5 Consolidation	Amount of consolidation	90% of shipments	COR
C.4.3.6 Traceability	Accurate entry	100%	COR
C.4.3.6 Traceability	Timely entry	100%	COR
C.4.3.7 Delivery	Timely delivery	99%	COR
C.4.3.8 Loss	Assets lost	NMT 50 events/year	COR
C.4.3.8 Damage	Assets damaged	NMT 50 events/year	COR
C.4.6.10 Reports	Timeliness of report submission	100%	COR

C.4.3 Not Ready For Issue (NRFI) Process

The Contractor shall meet the following service performance objectives, measures and standards:

C.4.3.1 Performance Objective - Material Pick up

The Contractor shall provide daily pick up service at designated locations as specified in Appendix E. Local pick up requires daily pickup IAW Appendix E for specified sites. The Contractor shall provide pick up service at the Air Mobility Command (AMC) Terminal, Travis AFB, CA on a daily basis and deliver to the San Diego ATAC hub not less than biweekly and not more than three times per week. The Contractor shall pick up material no later than the next working day after being notified that material is available for pick up at on-call locations.

C.4.3.2 Performance Objective – Excluded Items

The Contractor shall screen all cargo and cargo documentation visually to ensure excluded items are not accepted and to detect hazardous material not identified as such or not properly prepared and certified by the Customer. If the documentation on an asset is missing or illegible, the Contractor shall refuse the asset. If the Contractor accepts an excluded item by mistake, it shall be turned over to the Government for handling

C.4.3.3 Performance Objective – Rejection of Articles/Shipments

The Contractor shall examine all cargo and reject any items or shipping material if packed in an inadequate or unsafe manner. Note: In some instances the Contractor may be asked for repackaging or re-cooperation services.

C.4.3.4 Performance Objective – Receiving Material

The Contractor will be required to perform the following functions in accordance with NRFI Shipping Standards.


C.4.3.4.1 Pick Up Services

The Contractor shall identify ATAC freight to be picked up at each location specified for local pick up in Appendix E, review BC1 documents to detect ATAC exclusionary items and reject those items or other non-ATAC items. Assets must meet minimum requirements for packaging, including two layers of bubble wrap or equivalent materials. For heavy and/or bulky items a wood crate or container is also required. If accepted, sign two copies of BC1 for each piece, and provide signature POR to Customer directly. The POR must contain the Contractor's name, date and a place for legible employee's signature. The Contractor's file or electronic copy of document also shall be stamped, dated and signed. Contractor will load the freight. In San Diego, CA and Puget Sound, WA, the Contractor is exempt from these services, as local agents associated with the MEO will perform these services. There will be no size/weight restrictions. The Government shall load/offload pieces weighing over 8,000 pounds or requiring special equipment (i.e., crane) for load or offload.

C.4.3.4.2 Proof of Receipt

Contractor shall receive material on a per-piece basis and enter Proof of Receipt (POR) into the government-provided software. POR shall provide proof of custody transfer from the MEO to the Contractor. Data entry will also generate a manifest on a destination basis. Proof of Receipt (POR) by Contractor shall be accomplished by FLAT FILE via File Transfer Protocol (FTP) Transmission, or current technology within one (1) workday of pick up.

C.4.3.4.3 Shipping Manifest

The Contractor shall close shipping manifests at 2:00 p.m.  each day. Contractor shall pick up all shipments under those manifests and ensure delivery of those assets in the required timeframes shown in Paragraph C.4.3.7.1. Custody turnover shall be accomplished by the Contractor by signing Government-provided manifests. Prior to any freight movement out of a Hub or Node as appropriate, the Contractor shall print a copy of all open manifests associated with the material to be moved, or at 3:00 p.m. each business day. Contractor shall ultimately close each manifest at time of shipment and ensure that all freight assigned to said manifest gets shipped and delivered as a single delivery per destination.

C.4.3.5 Performance Objective – Shipment Consolidation

The contractor shall consolidate individual assets received for shipments into the best available aggregate shipment for the most cost effective and efficient rate while still meeting transit time and delivery requirements. Contractor shall maximize consolidation to the fullest extent, and bill the aggregated weight per destination based on consolidated shipments that move from the Contractor's facilities (including possible Contractor use of Government facilities). Shipments picked up at multiple sites within a 50-mile radius of the Norfolk hub will be considered as one origin for billing purposes when shipped from the hub. Shipments picked up at multiple sites within a 50-mile radius of the San Diego hub will also be considered as one origin for billing purposes when shipped from the hub.

C.4.3.5.1 Performance Measure

Maximum possible consolidation per shipment to same destination on same day. Consolidation will be measured by evaluating data extracted from PowerTrack and ATAC Operational Reporting System (AORS) Databases to confirm aggregate weight shipped from origin to destination reflects maximum consolidation possible.

C.4.3.6 Performance Objective - Provide In-Transit Visibility, Traceability and Control

The Contractor shall maintain complete in-transit visibility over material and provide verifiable POR, POS and POD at each point where material custody changes through timely, daily reporting using specified EDI Transaction Set information IAW Appendix C, and the Contractor's Website tracking capability IAW Section C.4.6.1. Contractor shall provide daily data update to assigned electronic mailbox. COR will provide Internet Protocol (IP) address and data set name on the assigned electronic mailbox as delineated in Appendix C. Method of file transfer is at Contractor's discretion, but shall be compatible with the Government system.

C.4.3.7 Performance Objective - On-Time Delivery



1. The Contractor shall move the cargo from origin to destination in a timely manner. Carcass Constrained Items will be clearly identified. Such items shall be delivered to final destination within two (2) days of receipt. Proof of Delivery (POD) must be posted to the assigned electronic mailbox within one (1) workday of actual delivery.

2. The Contractor shall meet the required Transit Times as shown below:

C.4.3.7.1 Transit Times

ITEM	CUSTODY-TURNOVER TO DELIVERY TIME REQUIREMENTS	WORK
NBR	(WORK DAYS)	DAY(S)
	*See notes below for corresponding item number	
1	Hub to DOPDSP	7
2	Node to Destination	7
3	Carcass Constrained Shipments (Expedited)	2
4	RDO Shipments	4
5	RDO Shipments (Expedited)	2
6	RFI Shipments	4
7	RFI Shipments (Expedited)	2
8	Repair & Return Shipments	2
9	Local Shipments	1
10	Shipments from AMC Terminal, Travis AFB to San Diego ATAC Hub*	1
* Freight is cleared daily from AMC Terminal at Travis AFB and shipped not less than 2 times per week to San Diego. Note: A maximum total of one (1) additional working day is allowed when Special Equipment is required. Note: When Contractor ships under this condition, Contractor shall transmit remarks code "SE" for Special Equipment		

C.4.3.8 Performance Objective - Safe Delivery

a. The Contractor shall ensure that the material handled is not lost. (Please refer to section C.4.2.1 Performance Requirement Summary).

b. The Contractor shall ensure that the material handled is not damaged, misused, subjected to deterioration by the elements of weather, or otherwise neglected. . (Please refer to section C.4.2.1 Performance Requirement Summary).

C.4.4 RDO and RFI Process

C.4.4.1 Performance Objective - Material Pick up

The Contractor shall be responsible for picking up RDO and RFI Depot Level Repairables (DLRs) from sites identified in Appendix E.

C.4.4.1.1 Pick Up Directive (PUD)

The Western Regional Traffic Manager will notify the Contractor via the NAVICP issued Pick Up Directive (PUD) when and where material is to be picked up. When making a pickup, the Contractor shall take into its possession all RDO freight available for pickup and all RFI freight for which a PUD was issued, or as directed by the Western Regional Traffic Manager. The Contractor shall notify the Western Regional Traffic Manager if an item was picked up for which no PUD was received. There will be an "X" in RP 019 of the PUD if the item requires expedited shipment. The Contractor shall pick up material no later than the next working day after being notified that material is available for pick up at on-call locations (see Appendix E). For on-call pick up service, the pick up shall be accomplished by close of business the next workday, local time, after call is received.

C.4.4.1.2 Regularly Scheduled Pick Up Sites

For sites that require regularly scheduled pick up service (noted in Appendix E), the Contractor may call prior to pick up to ensure freight is available for pickup, and shall ensure all available material is picked up. The Contractor shall notify the Regional Traffic Manager of any items picked up for which no PUD was received.

C.4.4.1.3 Cargo Screening

The Contractor shall screen all cargo to detect hazardous material or excluded items not identified as such by the Customer. Material that shows external signs of being hazardous but has not been prepared and certified properly will be refused. (See Section C.4.6.8)

C.4.4.1.4 Repairable Receipt

The Contractor shall sign for all material at receipt. Upon acceptance of material, the Contractor shall provide a Proof of Receipt (POR) to the assigned electronic mailbox within 1 workday of pick up.

C.4.4.1.5 Changes in RDO and RFI Sites

Pick up locations listed in Appendix E may be changed, deleted, or new sites added. If there is a requirement to change, delete, or add a new site, the Regional Traffic Manager shall notify the Contractor in writing of those requirements. The Contractor shall notify the Regional Traffic Manager of any address changes or deletions that are noted during performance of transportation services and submit those updates to the Regional Traffic Manager at no cost. If there is a necessity to add new sites to Appendix E, the Regional Traffic Manager or the COR shall notify the Contracting Officer and the Contracting Officer shall notify the Contractor in writing of those new sites.

C.4.5 Repair and Return Process

C.4.5.1 Performance Objective - Repair and Return Process

1. Contractor shall provide two-day pickup and delivery service between the following sites.

Naval Air Station (NAS) , Lemoore and Naval Air Station,(NAS), Fallon;
 NAS Lemoore and NAVAIRWEPSTA China Lake;
 NAS Atlanta and NAS JRB Ft. Worth;
 Naval Air Facility (NAF), Washington DC and MCAS Beaufort;
 NAS Atlanta and NAS New Orleans;
 NAS New Orleans and NAS JRB Ft. Worth

2. Contractor shall FAX to regional Government Traffic Manager copies of all 1348s picked up on a daily basis. Contractor will transmit POD via FTP transmission, or current technology, to the assigned electronic mailbox.

C.4.6 Supporting Services (Communication, Accessorial, Etc.)

C.4.6.1 Performance Objective - Web-Based Tracking

1. The Contractor shall provide web-based ITV services, and must have these services available at time of startup as follows:

a. The Contractor shall provide the real time live ability to track/trace shipments/packages by Lead Transportation Control Number(s) (LTCN) and Transportation Control Number(s) (TCN), accessible through the World Wide Web (WWW).

b. The Carrier/Contractor shall allow the Government to link to their shipment tracking system through an easily accessible web address.

2. The tracking and tracing information shall be available on the web within one workday.

3. In the event of a website malfunction, the Carrier/Contractor shall repair the website within one working day of Shipper notification, or allow for manual tracking via a Carrier/Contractor toll-free 800 telephone number

C.4.6.2 Performance Objective - Equipment Supply

The Contractor shall furnish clean, safe, odor-free, equipment for the type of service requested by the Shipper. Equipment required to move the freight consists of various sizes of vehicles, including small cargo vehicles, straight trucks, vans, regular flatbeds, single and double drop deck trailers, and forklift capability to handle freight that requires crating or containers.

C.4.6.3 Performance Objective – Loading

Normally, the Contractor shall load shipments at each node and hub.

C.4.6.4 Performance Objective - Securing Cargo

The Contractor shall ensure all cargo is safely secured for transport.

C.4.6.5 Performance Objective - Securing/Protecting Shipments

1. The Contractor shall furnish vehicles with equipment necessary to safely transport freight. The Contractor shall permit all vehicles/equipment to be inspected by the Shipper at origin.
2. The Shipper shall reject any vehicles/equipment deemed unfit or unsafe for the required transportation. If the vehicle/equipment is rejected, the Contractor shall still meet the pick-up and delivery requirements and shall not be paid a "Vehicle Furnished, Not Used" charge for these shipments. (See C.4.6.7.2).

C.4.6.6 Performance Objective – Blocking and Bracing

1. The Contractor shall be responsible for the necessary and proper blocking and bracing of the load for movement over the highway for shipments loaded by the Contractor.
2. The Shipper shall be responsible for the necessary and proper blocking and bracing of the load for movement over the highway for shipments loaded by the Shipper. Notwithstanding, the Contractor shall be responsible ultimately for ensuring all cargo is safely secured and protected from the elements and other transportation hazards.

C.4.6.7 Accessorial Services

C.4.6.7.1 Performance Objective – Documentation of Accessorial

1. When an accessorial service resulting in a charge occurs, the Contractor shall document Contractor arrival and departure time by both the Contractor's representative and the responsible Shipper's or Receiver's representative. This shall be accomplished prior to the driver exiting the installation, following either pickup or delivery of freight, or generation of the accessorial service. The Contractor shall provide a form for documentation that will include the following as a minimum:
 - a. Signatures of Contractor and Government representative.
 - b. Vehicle Identification Numbers including tractor and trailer numbers as applicable.
 - c. Exact date and time the vehicle was spotted for loading/unloading and date and time the vehicle was released to the driver.
 - d. Contractor's PowerTrack billing stating the reason for the delay or accessorial service.
2. In those instances where an accessorial charge has been incurred, the Contractor shall notify the Shipper/Receiver in writing within five (5) business days that accessorial charges have been incurred.

C.4.6.7.2 Accessorial Service - Vehicle Furnished but Not Used (VFN)

1. When a Contractor, upon Shipper's request, furnishes a vehicle to load a shipment and through no fault of the Contractor the Shipper cancels loading of the vehicle, or there is no freight available for pickup, the Contractor shall be paid for each vehicle furnished and not used, or the minimum line haul transportation charge, whichever is less. This charge shall not apply for those sites that are scheduled for daily pickup or delivery as shown in Appendix E.
2. These charges shall not apply when the Shipper rejects a vehicle upon inspection as unfit for the required transportation or when the Contractor receives the notice of cancellation prior to actual dispatch of vehicle from Contractor's terminal.

3. Claims for collection of charges under this item shall be supported by Shipper's certification of cancellation if the shipment was cancelled. Charges and documentation shall be submitted within five (5) working days after receipt of Shipper's certification of cancellation, or after Contractor attempted a pickup where there was no freight available for pickup.

C.4.6.7.3 Accessorial Service – Re-consignment/Diversion

1. Upon written or oral request, the Contractor shall provide re-consignment or diversion service subject to the following:

When performance of this service involves a change in the original destination (other than the same building) the Contractor shall be entitled to an additional charge per shipment as shown in Appendix F, subject to the approval of the COR. When this service involves a significant change in the original destination (greater than 50 miles), the Contractor shall be entitled to the applicable published rate from origin to the point of interception and from the interception point to the final destination, plus the additional charge per shipment as shown in Appendix F. Payment of all charges for Re-consignment/Diversion shall be billed in PowerTrack. The Contractor shall contact the regional COR to confirm re-consignment or diversion, which subsequently shall be confirmed in writing.

C.4.6.7.4 Accessorial Service – Redelivery (RCL)

1. When a shipment is offered for delivery and through the fault of the receiver the delivery cannot be accomplished, the Contractor shall comply with the following:

a. If a shipment is offered to a Receiver and refused for delivery or rescheduled for another time, the name and telephone number of the person refusing or rescheduling the delivery shall be indicated on the delivery report.

b. Make no further attempts to deliver the shipment until the regional COR has been contacted for redelivery instructions.

c. Notify the COR that the shipment is on hand not later than the next business day after the day delivery was attempted and arrange for a mutually agreeable redelivery date.

2. When COR authorizes redelivery, a charge for redelivery shall be assessed as shown in Schedule B. If, after being notified that the shipment is on hand, the receiver elects to pick up the shipment at the Contractor's terminal, redelivery charges shall not apply.

3. Multiple shipments redelivered on the same day to the same destination shall be considered as a single shipment.

C.4.6.7.5 Accessorial Service – Dimensional Weight

Shipping charges are to be based on Dimensional (DIM) Weight if dimensional weight exceeds actual weight. The formula for Dimensional Weight for air shipments is $L \times W \times H / 194$ for domestic shipments within the US. For Ground shipments the formula is $L \times W \times H / 300$. In both cases, the dimensions are given in inches.

C.4.6.8 Performance Objective – Hazardous Material Handling (HAZ)

1. The Contractor shall provide pickup, handling, and the delivery of HAZMAT. The Contractor shall meet the following requirements when handling and transporting the HAZMAT:

a. Provide special handling and delivery of materials that require a Shippers Certification or Shipper's Declaration for Dangerous Goods.

b. All shipments containing hazardous material shall be handled and shipped in accordance with the requirements as outlined in the applicable governing regulations, but not limited to, Title 49 CFR, for the surface movement of shipments containing HAZMAT.

C.4.6.8.1 Performance Objective – Hazardous Cargo Placarding

When placarding is required under BOE Tariff 6000-series, or by CFR, Title 49, supplements thereto, or revisions thereof, the Shipper shall provide placards unless the Carrier already has them. The Contractor shall ensure that the appropriate placard for the shipment is posted.

C.4.6.9 Performance Objective – Prearranged Scheduling

Upon request of Shipper, Receiver, or others they designate, the Contractor shall, without additional charge, prearrange schedules with the designated Shipper/Receiver for arrival of vehicles for loading/unloading. The Contractor shall accept requests for prearranged scheduling whether they are given orally or in writing, and meet all delivery schedule requirements. Delivery requirements may include making or canceling appointments, staging freight to meet strict acceptance policies, providing information on freight to be delivered, such as pieces and weight, using specific pallets that can meet receiver's conveyor requirements, and following pallet presentation guidelines. Special security clearances may be required for drivers at some activities.

C.4.6.10 Performance Objective - General Reporting

The contractor shall provide timely reporting of daily and summary activities as tasked below.

Performance Measure – Timely reporting.

Performance Standard – 100%

C.4.6.10.1 Astray Freight and Emergency Notification Reports

1. The Contractor shall provide all of the reports in accordance with the following requirements using the following phone numbers for the purposes indicated:

Problem	Point of Contact	Telephone Number
Any/all problems or questions	ATAC Contracting Officer's Representative (COR)	ATAC East Coast 1-757-445-2060 ATAC West Coast 1-619-545-8359
Astray freight or other non-emergency notifications	MTMC OC GOCARE Freight Hotline	1-800-631-0434
Accidents, incidents, delays in transit	MTMC OC Hotline	1-800-524-0331
Accidents, incidents, or other emergencies involving DOD hazardous cargo	DOD Hazardous Material (HAZMAT) Hotline	1-800-851-8061
Hazardous Material Spills	National Response Center	1-800-424-8802 1-202-267-2675 (Washington, DC)
National Agency Check Verification	Defense Security Service	1-703-428-3248

2. The Contractor shall notify the COR immediately of any of the above issues. Assistance with any of the above problems can also be obtained from the COR for this contract. Additional information on the identifying and forwarding of astray freight is available at MTMC's web site at: www.mtmc.army.mil/freight/astray

C.4.6.10.2 Monthly Reports

The Contractor shall provide monthly reports at no additional cost. Reports shall be submitted to the East and West Coast CORs electronically in a Microsoft Excel for Windows ".xls" format that can be read by Microsoft Excel for Windows Version 8 or higher. The reports are described in Appendix G and are due one month following the end of the reporting period. For instance, a report covering data for the month of May will be due on July 1.

C.4.6.10.3 Hard Copy Proof of Delivery

The Contractor shall obtain a properly signed and dated delivery receipt showing the LTCN and the printed, legible, complete name of the representative who certifies that the delivery obligation has been met. The Contractor shall

collect, retain, and provide upon request a hard copy or electronic certificates of delivery. At Shipper request, the Contractor shall provide a legible hard copy Proof of Delivery (POD) for a maximum of 15 % of the shipments included in a monthly Transit Time report by TCN as specified by the Government. The Contractor shall maintain 24 hours per day, 7 days a week (24/7) internet accessibility for ATAC to electronic records of hard copy POD on an imaging system for all ATAC deliveries for 60 days. Before purging or archiving the records, a one-month record shall be provided to ATAC via CD. The Contractor shall retain all hard or electronic copy documentation relating to a DLR transaction, including TDRs, for a period of three (3) years after completion of contract. These documents must be able to be accessed by document number as annotated on DD-Form 1348-1/1A (RP 30-44).

C.4.6.10.4 Oral Reports

The Contractor shall report the following information orally as required.

C.4.6.10.4.1 Status Report

The Contractor shall provide shipment status information within one hour of a request by the Shipper during the Shipper's normal business hours. Shipment status information shall include at a minimum, current status of the shipment, actual or anticipated date and time of delivery, and information about shipment delays, as applicable.

C.4.6.10.4.2 Expedited Service

The Contractor shall advise the Shipper immediately (within two hours) as soon as the Contractor knows that a shipment will miss its required delivery date.

C.4.7 Performance Objective – GTN Input Capability

The United States Transportation Command (USTRANSCOM), on behalf of DOD, is responsible for collecting logistical data to support the In-Transit Visibility of all DOD shipments from origin to destination. This visibility is for peacetime, contingencies, and exercises, and includes tracking movements of personnel, cargo, and equipment. The Contractor shall become GTN compliant 30 days after contract award to electronically interface with DOD's Global Transportation Network (GTN) to provide In-Transit Visibility tracking and tracing information. The Contractor shall send one American National Standards Institute (ANSI) ASC X.12 transaction set per shipment unit for each designated event throughout the life cycle of the shipment. Designated events are: (1) pickup at origin, (2) arrival at any transshipment or mode change location, (3) departure from any transshipment or mode change location, and (4) delivery to consignee/destination.

C.4.8 Performance Objective – Surge/Contingency

1. Notwithstanding any other provision of this contract, the Contractor, when requested, shall accommodate surges to the Government requirements for services under this Contract that may materialize in the event of a declaration of war, attack of the enemy, national emergency, or other contingencies.
2. When directed by the COR, the Contractor shall support the requirements of mobilization, surge, contingency, natural disaster, humanitarian assistance support, and similar CONUS unit movements, and respond with required resources to meet the time frames of surge/contingency requirements.
3. This support shall be through partnering with DOD facilities in the integration of contingency, surge and deployment requirements into Contractors' business commitment to make available Contractor-owned assets, to provide the necessary transportation services.
4. If the requirement exceeds the capability of the awarded Contractor, the Government reserves the right to use voluntary tenders on file at the Military Traffic Management Command (MTMC) Ft. Eustis Operations Center.
5. Under this item, if the Contractor cannot meet the surge/contingency requirement, a negative assessment will not be made regarding the Contractors' performance.
6. Contingency requirements may not be distributed evenly throughout the performance period. Rather, they are focused, sporadic events that can last a few weeks to months (in the case of supporting a global conflict).

7. As directed by the contracting officer, the Contractor shall maintain operations necessary to support DOD activities, to include national defense contingencies, surges, natural disasters, and humanitarian assistance efforts, the Contractor shall provide 24-hour-a-day service, seven (7) days a week, including holidays.

C.4.9 Reserved

C.4.10 DOD Driver Identification Requirements

The Contractor shall ensure that all commercial drivers performing under this Contract shall carry adequate identification to verify their affiliation with the Contractor, and that their drivers handling such shipments carry a valid driver's license and medical qualification card, employee record card, or similar documents, one of which must contain the driver's photograph.

C.4.11 Contractor Liability

C.4.11.1 Cargo Liability

1. The Contractor shall be liable for all loss, damage, undue delay, mis-delivery, or other result occurring to freight in its possession, unless caused by acts of God, acts of the public enemy, act or default of the shipper, act of the public authority, or inherent nature or vice of the cargo.
2. For all shipments weighing less than 15,000 pounds, carrier liability for lost and/or damaged cargo will be limited to the lower dollar amount either of \$50,000 or the actual amount of the loss and/or damage to the article(s).
3. For all shipments weighing 15,000 pounds or more, carrier liability for lost and/or damaged cargo will be limited to the lower dollar amount either of \$150,000 or the actual amount of the loss and/or damage to the cargo.
4. All DOD shipments governed by this contract are subject to the released liabilities stated in paragraphs above. No other released liabilities, regardless of where they are published apply.
5. Most DoD Installations require certification and proof of liability insurance for Contractor operation of various kinds of government-owned equipment. Before Contractor operation of any government-owned equipment, the
6. Contractor shall query the COR for that region about any such requirements, and shall comply with any and all such requirements prior to operation of government-owned equipment.

C.4.12 Reserved

C.4.13 Reserved

C.4.14 Reserved

C.4.15 Reserved

C.5 Abbreviations, Definitions and Codes

C.5.1 Acronyms

AORS	ATAC Operational Reporting System
ACOR	Alternate Contracting Officer's Representative
ADP	Automated Data Processing
AFB	Air Force Base
AMC	Air Mobility Command
ANSI	American National Standards Institute

ASCII	American Standard Code for Information Interchange
ASU	Administrative Support Unit
ATAC	Advanced Traceability and Control
BOL	Bill of Lading
CBL	Commercial Bill of Lading
CFE	Contractor Furnished Equipment
CFR	Code of Federal Regulations
COG	Cognizant Symbol
CONUS	Continental United States
COR	Contracting Officer's Representative
DD FORM	Department of Defense Form
DDD	Defense Distribution Depot
DEP	Detention: Vehicle with Power Unit
DET	Detention: Vehicle without Power Unit
DLA	Defense Logistics Agency
DLR	Depot Level Repairable
DOD	Department of Defense
DOP	Designated Overhaul Point
DOT	U.S. Department of Transportation
DSP	Designated Support Point
DTOD	Defense Table of Official Distances
DTR	Defense Transportation Regulation
EDI	Electronic Data Interchange
EXP	Expedited Service
FAK	Freight All Kinds
FAR	Federal Acquisition Regulation
FISC	Fleet and Industrial Supply Center
FTP	File Transfer Protocol
GTN	Global Transportation Network
GFE	Government Furnished Equipment
HAZMAT	Hazardous Material
HOL	Pickup/Delivery on Sundays or Holidays

HQ MTMC	Headquarters, Military Traffic Management Command
IAW	In Accordance With
ICP	Inventory Control Point
ITO	Installation Transportation Officer
ITV	In-Transit Visibility
KO	Contracting Officer
MAG	Marine Air Group
MALS	Marine Aviation Logistics Squadron
MCAS	Marine Corps Air Station
MFTRP	MTMC Freight Traffic Rules Publication
MHE	Materials Handling Equipment
MTMC	Military Traffic Management Command
NADEP	Navy Aviation Depot
NAS	Naval Air Station
NAVICP	Naval Inventory Control Point
NAVSUP	Naval Supply Systems Command
NAVTRANS	Naval Transportation Support Center
NIIN	National Item Identification Number
NRFI	Not Ready For Issue
NSN	National Stock Number
NSY	Naval Shipyard
OCONUS	Outside Continental United States
POD	Proof of Delivery
POR	Proof of Receipt
POS	Proof of Shipment
POT	Proof of Transfer
RDO	Redistribution Order
RFI	Ready For Issue
RFI-TDR	Request For Information – Transportation Discrepancy Report
RP	Record Position
SF	Standard Form
SIMA	Shore Intermediate Maintenance Activity

SPLC	Standard Point Location Code
TAC	Transportation Account Code
TCMD	Transportation Control and Movement Document (DD Form 1384)
TCN	Transportation Control Number
TDR	Transportation Discrepancy Report (SF 361)
TFG	Transportation Facilities Guide
TMP	Transportation Management Phase
TO	Transportation Officer
U/I	Unit of Issue
UIC	Unit Identification Code
VFN	Vehicle Furnished But Not Used

C.5.2 Definitions

Accessorial Services	An accessorial service is a transportation-related service in addition to the line-haul.
Astray Freight	Shipments or portions of shipments (1) for which billing (waybill, freight warrant, etc.) is not available or (2) that is being held for any reason except transfer.
ATAC Hub	A Navy DLR processing facility which provides technical identification, electronic Transaction Item Reporting (TIR) to the Inventory Control Point (ICP), and repacking for transshipment to a Designated Overhaul Point (DOP) or a Designated Storage Point (DSP).
Bill of Lading (BOL)	Written transportation contract between Shipper and Contractor; it identifies who receives the freight and the place of delivery. It also gives terms of the agreement.
Blocking and Bracing	Equipment used to secure a load to prevent shifting during transit.
Business Hours	See hours of operation (C.1.2.2 and C.1.2.3)
Calendar Days	Consecutive days, without regard to weekends or holidays.
Carcass	A Depot Level Repairable that is not ready for issue.
Carcass Constrained	A Depot Level Repairable that is not ready for issue and has limited availability in the supply pipeline. These items <u>must</u> be expedited, and are commonly referred to as "DVs".
Cargo	Supplies, material, or equipment transported by land, water, or air.
Carrier	The actual vehicle/corporate identity transporting a specific shipment and representing the Contractor during pickup, transport or delivery services.
Clean	A vehicle free from non-standard equipment with the floor of the cargo area unobstructed and swept to ensure that the vehicle is free of debris or residue, to include powder-like substances.
Collection Point	Any ATAC Hub or Node
Condition Code	A code that identifies the physical condition of an asset, e.g., "F" condition is not ready for use and "A" condition is ready for issue.
Contiguous United States (CONUS)	The forty-eight (48) Contiguous United States and the District of Columbia.
Contingency Operations	Operations declared by National Command Authority (NCA) that involve the use of U.S. Military Forces to achieve U.S. objectives, usually in response to an emergency caused by natural disasters, terrorists, subversives, or other required military operations. The NCA includes the President and the Secretary of Defense, or their duly deputized alternates or successors.

Contract Administration Office	The activity responsible for administering a contract. For the purposes of this contract, MTMC is the Contract Administration Office.
Contractor	The Corporate Entity awarded this transportation contract.
Contractor's Representative	A person employed by the Contractor involved in handling shipments; designated by the Contractor to attend the conveyance; is knowledgeable of the safety, security and emergency procedures that must be followed; and is authorized and has the means and capability to move the transportation conveyance.
Contractor's Terminal	The building owned, and/or operated by the Contractor that is used for freight transportation purposes.
DD-1348-1	A standard Department of Defense form. The form is multi-purpose; however, in the context of this contract, it is used as a shipping document and source of information for the Navy designated databases. The form header is separated into 80 record positions (RP) of data. Individual RP's or groups of RP's contain information germane to the asset being shipped.
DD-1348-1A	A bar-coded version of a 1348-1. This form contains the same data as the 1348-1 and is machine or human readable.
Defense Logistics Agency (DLA)	A logistics combat support agency whose primary role is to provide supplies and services to America's military forces, worldwide.
Defense Distribution Depot (DLA)	A DLA storage, receipt, issue, packing, and preservation activity.
Depot Level Repair	The highest level of repair and the technical authority to condemn an asset as not repairable due to physical condition.
Detention	The delay of a vehicle beyond the time normally allowed for loading, unloading, etc.
Diversion	Change in the place of delivery within the original destination point; change in the original destination point; or any other change in delivery that requires an additional movement of the shipment.
Document Identifier (DOCID)	A three character alpha-numeric code placed in RP 1-3 of the DD 1348-1 or 1348-1A.
Document Number	A 14-digit code which identifies the requisition, the Julian date of the document and the serial number of the transaction.. This number is found in RP 30-43 of the DD-1348-1 or 1348-1A turn-in document. The first 6 characters are the activity Unit Identification Code (UIC) that identify the source. The next 4 characters are the Julian date and the last 4 characters are the serial number. For NRFI only, a 15 th character suffix code is used for duplicate turn-in document numbers or for multi-pieces turned in on one document number.
Dropping	See Spotting
Electronic Data Interchange (EDI)	Computer-to-computer exchange of business data, using standards jointly developed by standards-setting groups such as the American National Standards Institute (ANSI) or the Electronic Data Interchange (EDI) Agency.
Emergency	Any situation that would prevent a shipment of classified, sensitive or hazardous material from safely reaching its destination, such as undue delay caused by accidents, equipment failure, civil disturbance, labor strikes, or natural disasters.
Exclusion	Items identified by the Government as not appropriate for movement within the ATAC system.
Free Time	Time the Contractor spends waiting for the shipment to be loaded or unloaded, after the Contractor's employee notifies a responsible representative of the Shipper or receiver that the vehicle is available for loading or unloading, within the Shipper's or receiver's normal business hours shown in the TFG.
Free-Flow Asset	DLR's not processed at a manned collection point, but shipped directly from the turn-in activity to a hub or node.
Freight Charge	Payment due for the transportation of the freight.
Government Representative	A person who is employed by or under contract to the Federal Government and is authorized to ship or receive freight.

Hazardous Material (HAZMAT) or Hazardous Substance	A substance or material that has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and that has been so designated. The term includes hazardous substances, hazardous wastes, marine pollutants, elevated temperature materials, material designated as hazardous under the provisions of the Code of Federal Regulations (CFR) Title 49, Parts 172.101 and 172.102, and materials that meet the defining criteria for hazard class and divisions in CFR Title 49, Part 173.
Holidays	New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day.
Intact	A shipment is delivered intact when delivered in the same condition as it was at the time of pickup, without loss or damage to the shipment.
Interline	Transportation services performed by more than one Contractor, with the Contractor issuing the rate tender responsible for all loss, damage and overcharge claims. The interline Contractors merely act as agents for the prime Contractor.
Intermediate Level Repair	Repair activities authorized to do minor repair and testing of Depot Level Repairables.
Interstate	Between states.
In-Transit Visibility (ITV)	The ability to track the identity, status, and location of DOD cargo from origin to receiver or destination established by the Commanders In Chief, Military Services, or DOD agencies during peace, contingencies, and war.
Intrastate	Within a state.
Julian Date	The calendar date expressed numerically, e.g., 31 January 2002 is 2031. It may also be expressed as 02031. (02 for year 2002, 031 for the 31 st day of year 2002).
Line Item	Individual asset.
Line-haul	Transportation of freight over Contractor routes from point of origin to destination, excluding local pickup and delivery.
Loading	Movement of cargo (vehicles or other articles) past the tailgate or onto the bed of a trailer of the vehicle or past the vehicle loading ramp, or over the side of a flatbed, or the removal of lading from a ramp extending into the trailer, as well as the stowing, securing, and tying down of the lading within such vehicle. Also the attaching or coupling of a vehicle or vehicles to another vehicle for purposes of towing vehicles. This includes the attaching and securing of a tow-bar or other device to both vehicles for purposes of combining the vehicles to form a highway train. Loading or coupling includes furnishing to the Contractor forwarding instructions, and/or other documentation necessary for forwarding and completion of the transportation requested.
Military Traffic Management Command (MTMC)	An Army major command and United States Transportation Command component that provides cargo, passenger, and personal property traffic management services to all DOD Services.
Net Weight	A measure of weight referring only to the contents of a package, and does not include the weight of the packaging material.
Node	A Navy DLR processing facility which provides technical identification, electronic Transaction Item Reporting (TIR) to the Inventory Control Point (ICP), and repacking for transshipment to a Designated Overhaul Point (DOP), a Designated Support Point (DSP), or an ATAC Hub.
Operations Center (OC)	The Military Traffic Management Command's Ft. Eustis, VA, Operations Center
Overage	Any article of freight (packaged or loose) that is found to be in excess of the quantity recorded on the bill of lading, manifest, or other Government documentation covering the shipment.

Over-dimensional	A shipment that contains one or more non-divisible articles which measure in excess of 576 inches (48 feet) in length (OVERLENGTH), 102 inches (8 feet 6 inches) in width (OVERWIDTH), or 162 inches (13 feet 6 inches) in height (OVERHEIGHT) from the ground to the top of the article after loading. Exception: A shipment will not be considered over-length for interstate or intrastate movements, when the gross length dimensions of the tractor and loaded semi-trailer combination are within the maximum gross length for such equipment combination on interstate and federally designated highways or other state highways and supplemental routes.
Overweight	A shipment will be considered to be overweight when it contains a non-divisible article that exceeds 48,000 pounds (45,000 pounds when loaded on low boy equipment).
Pickup	The process of the Contractor obtaining the shipment from the Shipper.
Project Code	A 3-digit code in RP 57-59 of the DD Form 1348-1/1A used to identify various projects and special processing requirements. The ATAC program uses project code "Z17" to identify Redistribution Order (RDO) shipments.
Proof of Delivery	The date and signature of the designated receiver listed on the delivery manifest, certifying the condition of the item and the date received. The proof of delivery establishes transfer of custody and liability to the receiver.
Proper Shipping Name	The name of the hazardous material shown in either 49 CFR, part 172.101 or NAVSUP Pub 505, Table 4-1
Protection from Elements	For truckload shipments moved via flatbed or open vehicles, the protection and cover of shipments with tarpaulins when necessary. Also includes but not limited to protection from the cold/heat, moisture, and sand, etc..
Rate	<i>The charge for transporting freight.</i>
Re-consignment	<i>A change made in the place of delivery before arrival at the billed destination or any other change in delivery that requires an additional movement of the shipment. Only entire shipments, not portions of shipments, may be re-consigned.</i>
Retrograde	Depot Level Repairables returned to the Navy supply system for repair.
Reusable Container	Container used to protect assets during transportation and storage. They are to be reused, if available, in the re-cooperage process and retained with the asset when unpacked at a Node or Hub.
Securing the load	Ensuring that cargo is placed on Contractor conveyances with proper blocking and bracing; straps and fasteners; or chains and binders.
Shipment	For the purposes of ATAC, a quantity of freight tendered for transportation by one Shipper, from one location, to be consolidated by the Contractor and transported for delivery to one receiver at one destination.
Shipper	See Government representative; origin; consignor.
Shortage	The condition that exists when the number of pieces of freight (packaged or loose) received is less than the number recorded on the applicable shipment or movement document.
Spotting	Placing a trailer at a specific site designated by Shipper, Receiver, or other designated party. It means detaching the trailer and leaving the trailer in full possession of Shipper, receiver or other designated party, unattended by a power-unit (tractor).
Standard Point Location Code	A code designated to provide each point originating freight and each point receiving freight with a unique code number so constructed as to identify the point within a geographic location.
Straight truck	Any vehicle without a detachable power unit.
Suffix Code	The 15 th character of the document number that is used to differentiate multiple assets turned in on one document number for NRFI material. It is found in RP 44 of the DD Form 1348-1/1A and may be alpha or numeric.
Surcharge	A charge above the usual or customary charge.
Surge	An unexpected or sudden increase in traffic requirements, to include response to natural disasters, humanitarian assistance support, etc., above and beyond the normally identified tonnage that materializes at a specific origin, within a lane.

Tailgate Date	Date an asset is received from a Customer. For hub or node processing, it is the date received at a hub or node, or picked-up at a turn-in activity.
Tracing	Action to determine the location of a shipment.
Tractor	Mechanically powered unit used to propel or draw a trailer or trailers on the highway.
Transportation Control Number (TCN)	A unique 17-digit alpha-numeric designator assigned to a shipment for tracking and tracing purposes by the Transportation Officer or Ordering Officer to identify and control a shipment throughout the transportation cycle of the Defense Transportation System.
Transportation Discrepancies	Any deviations in a shipment received; e.g., quantity, condition, documentation, or deficiencies.
Transportation Discrepancy Report (TDR)	A reporting form, the Standard Form (SF) 361, used to report loss and damage information for a particular shipment.
Transportation Management Phase	The concept that divides the ATAC system into measurable zones, e.g., Node to Hub, Hub to DOP/DSP, Expedited Services, etc.
Transportation Officer (TO)/ Transportation Agent (TA)	<i>A person(s) appointed by the installation commander or other appropriate authority to perform traffic management functions. The official at an activity who is appointed as Installation Transportation Officer (ITO), Traffic Manager (TM), or Traffic Management Officer (TMO)</i>
Unloading	The removal or detachment of cargo at destination that includes signing the delivery receipt and/or other documentation the Contractor requires for billing purposes and notifying the Contractor that the vehicle is released.
Vehicle	Motor vehicle, freight or passenger, including DOD-owned trailers, semi-trailers, and tractor-trailer combinations, loaded or empty.

C.5.3 ATAC Document Identifier Codes

A	Document Identifier used in expedited services
A2_	Document Identifier used on a DD Form 1348-1 or 1348-1A (RP 1-3) to indicate an asset that is being sent from one supply point to another.
A2A	Redistribution Order used for shipment of assets under the RDO/RFI project
A2E	Redistribution Order used for the shipment of assets under the RDO project.
A4A	Referral Order used for shipments of assets under the RDO project.
BC1	A document Identifier used on a DD Form 1348-1 or 1348-1A (RP 1-3) to identify an asset returned to the supply system for repair.
BC2	A Document Identifier used on a DD Form 1348-1 or 1348-1A (RP 1-3) to indicate "Not Ready For Issue" (NRFI) material moving to stow or from one stock point to another, or to a repair site. Also used for misidentified assets moved in the RDO project.
BEI	A Document Identifier used on a DD Form 1348-1 or 1348-1A (RP 1-3) to identify assets as an engineering investigation exhibit.
BGJ	A Document Identifier used on a DD Form 1348-1 or 1348-1A (RP 1-3) that identifies assets moving to disposal.
BQD	A Document Identifier used on a DD Form 1348-1 or 1348-1A (RP 1-3) to identify an asset as a quality deficient exhibit.
D6_	A Document Identifier used on a DD Form 1348-1 or 1348-1A (RP 1-3) to indicate an asset turned-in as excess material.

Appendix A (Reserved)**Appendix B (Reserved)****Appendix C Data Field Requirements**

1.1 Flat File Format via FTP requirements for the Data fields to be submitted to the Assigned electronic mailbox is shown below for required reports (RDO: AC.1.0 POR; AC.2.0 POD. RFI: AC.3.0 POR; AC.4.0 POD).

Example:

//*****

RDO Proof of Delivery (POD) File Specifications:

File Name: Contact FISCSD for file name requirements.
 Transfer: FTP 'put' command. If the file exists append, else create.
 File Location: Contact FISCSD for file location requirements.
 File Format: ASCII, comma delimited, fixed length, padded with spaces.

POD File Layout:

Name	Length	Type	Req'd	Notes
LTCN	17/17	AN	M	The lead TCN number.
DATE	10/10	AN	M	Delivery Date.
SIGNATURE	24/24	A	M	1 alpha char required, pad with spaces.
TRACKING #	30/30	AN	M	1 char required, pad with spaces.
Remarks Code	2/2	AN	M	1 char required, pad with spaces.

Legend:

Name Data element name
 Length Number required chars/total length
 Type: A = Alpha (no non-printing chars), N=Numeric, AN = Alphanumeric
 Required M- Mandatory, O- Optional (all fields required for this file)
 Notes Field Description

Exception/Transportation Remarks Codes:

DM Over dimensional freight
 RDO Processing
 AC.1.0 Proof of Receipt
 HM Hazardous Material, Not properly prepared for shipment
 PE Not properly packed
 NH Nuclear reactor plant item
 RH Radiac item
 XC OCONUS shipment
 FB Fleet ballistic missile material
 AI Incorrect pick-up address
 NR Asset not ready for shipment
 HZ Hazardous Material, certified for transportation
 RA Acts of God
 SE Special equipment
 Others may be added by the Government as necessary.

AC.2.0 Proof of Delivery

RD Refused/damaged
 RH Refused/returned to the Hub
 RI Refused/not intact
 RT Refused/transshipped to another location
 PF No POD available and penalty fee paid (NAVTRASNS use only)
 RA Acts of God

RR Refused/redelivered
HZ Hazardous material, certified for transportation
Others may be added by the Government as necessary.
RFI Processing

AC.3.0 Proof of Receipt

HM Hazardous Material, Not properly prepared for shipment
PE Not properly packed
NH Nuclear reactor plant item
RH Radiac item
XC OCONUS shipment
FB Fleet ballistic missile material
AI Incorrect pick-up address
NR Asset not ready for shipment
HZ Hazardous Material, certified for transportation
RA Acts of God
Others may be added by the Government as necessary.

AC.4.0 Proof of Delivery

RD Refused/damaged
RH Refused/returned to the Hub
RI Refused/not intact
RT Refused/transshipped to another location
PF No POD available and penalty fee paid (NAVTRASNS use only)
RA Acts of God
RR Refused/redelivered
HZ Hazardous material, certified for transportation
SE Special equipment
Others may be added by the Government as necessary.

Appendix D Reserved**Appendix E Sites requiring daily or on call pickup services and RDO/RFI Sites:**

Location	On Call Pickup	Daily Pickup	Other Scheduled Pickup
Norfolk, VA 50-mile radius of FISC Norfolk	Naval Station Piers NAB Little Creek Piers NAVBASE Bldg CEP-126 NAVBASE Bldg CEP-204	AMC Terminal, NAS Norfolk	
NAS Oceana, VA 50-mile radius of NAS Oceana		Bldg. 513 AIMD/ASD Jet Mar Bldg. 720	
Cherry Point, NC 70-mile radius of MCAS Cherry Point		MALS 26, MCAS New River Bldg 542 MALS 29, MCAS New River Bldg 4110 MAG 14, MCAS Cherry Pt, Bldg 1016 MAG 32, MCAS Cherry Pt, Bldg 1669	
Beaufort, SC 70-mile radius of MCAS Beaufort	Naval Weapons Station, Charleston NISE East, Charleston Government activities in Charleston		
Jacksonville, FL 50-mile radius of FISC Jacksonville		NAS Cecil Field Bldg 68 NAS Jacksonville, Hangar 1000 NADEP Jacksonville, Bldg 100W NAVSTA Mayport (including pier side)	NAS Jacksonville, HS- 1 (Weekly)
Travis AFB, CA		AMC Terminal Travis AFB, Fairfield, CA	
NAS Lemoore, CA	REPAIR&RETURN	Building 140	
NAVAIRWEPSTA China Lake, CA	REPAIR&RETURN	Building 20171 (On call from Bldg. 1033)	
NAS Fallon, NV	REPAIR&RETURN	Building 375	
NAS Atlanta, GA	REPAIR&RETURN	Building 30	
NAS Ft. Worth, TX	REPAIR&RETURN	Building 1251	
NAF Washington, DC	REPAIR&RETURN	Building 3086	
MCAS Beaufort, SC	REPAIR&RETURN	Building 611	
NASJRB New Orleans, LA	REPAIR&RETURN	Building 31	

Sites with on call pickup can sometimes require special equipment i.e. LOWBOY. When this occurs the Contractor must submit a "SE" in the Remarks Field in the POR transmission to the Assigned electronic mailbox.

Repair and Return Expedited Services locations:

- a. NAS Lemoore, Bldg. 140 to NAS Fallon, NV. Bldg. 25 and NAVAIRWEPSTA China Lake Bldg. 1024
- b. NAVAIRWEPSTA China Lake, Bldg. 20171 (on call from Bldg 1033) to NAS Lemoore, CA, Bldg. 160
- c. NAS Fallon Bldg. 375, Fallon, NV. to NAS Lemoore Bldg. 160

- d. NAS Atlanta, Bldg. 30, Atlanta, GA, to NASJRB Ft. Worth, TX, Bldg. 1251
- e. NAS New Orleans, LA Bldg. 31 to NAS Atlanta, Ga. Bldg. 30
- f. NAF Washington, DC, Bldg. 3086 to MCAS Beaufort, SC, Bldg. 611
- g. MCAS Beaufort, Bldg. 611, Beaufort, SC to NAF Washington, DC, Bldg. 3086
- h. NAS New Orleans, LA, Bldg. 31 to NAS JRB Ft Worth, TX, Bldg. 1251

RDO/RFI Sites:

After a PUD is received, the Contractor shall coordinate with the Shipper daily (as long as the PUD is active) prior to equipment dispatch to determine that freight is available for pickup and kind of freight. Sites may be added or deleted as requirements change. Sites marked by ** require daily scheduled pickup.

MILTOPE CORP. 500 RICHARDSON RD HOPE HULL, AL 36043	LOCKHEED MARTIN MARINE SYSTEMS 3929 CALLE FORTUNADA SAN DIEGO, CA 92123	RAYTHEON COMPANY 528 BOSTON POST RD SUDBURY, MA 10776	ORBIT INSTRUMENTS CORP 80 CABOT COURT HAUPPAUGE, NY 11788
LOCKHEED MARTIN 4000 S. MEMORIAL PKWY HUNTSVILLE, AL 35802 ALLIED-SIGNAL AERO CO. 1300 W WARNER RD. TEMPE, AZ 85284	COMMUNICATIONS & POWER IND. 811 HANSEN HWY, M/S B-425 PALO ALTO, CA 94303	LITTON SYSTEMS, INC. 5115 CALVERT ROAD COLLEGE PARK, MD 20740	FB2059 OC-ALCLGM CML PHN 405-739-3153 7401 ARNOLD STREET TINKER AFB, OK 73145
INTERSTATE ELECTRONICS 707 E VERMONT AVE. ANAHEIM, CA 92805	KAISER ELECTRONICS 2701 ORCHARD PARKWAY SAN JOSE, CA 95134	LITTON SYS INC/AMECOM DIV 5115 CALVERT RD. COLLEGE PARK, MD 20740	RAYTHEON COMPANY 1847 WEST MAIN ROAD PORTSMOUTH, RI 02781
NAVCOM DEFENSE ELECTRONICS INC. 4323 ARDEN DRIVE EL MONTE, CA 91731	HONEYWELL 2525 W. 190 TH STREET TORRANCE, CA 90509	ABEX/NWL AEROSPACE 2220 PALMER AVE. KALAMAZOO, MI 49001	LITTON G&C 2211 W. NORTH TEMPLE SALT LAKE CITY, UT 84116
EATON CORP. 4690 COLORADO BLVD LOS ANGELES, CA 90039	LITTON AERO PRODUCTS, INC. 21050 BURBANK BLVD. WOODLAND HILLS, CA 91367	GENERAL DYNAMICS INFORMATION SYSTEM 3101 E. 80 TH STREET BLOOMINGTON, MN 55421	LITTON MARINE, INC. 1070 SEMINOLE TRAIL CHARLOTTESVILLE, VA 22906
PARKER-HANNIFIN CORP 16666 VON KARMAN AVE IRVINE, CA 92606	SIKORSKI ACFT O/R DEPT. 33 PLATT ROAD SHELTON, CT 06484	UNITED DEFENSE 4800 E. RIVER ROAD MINNEAPOLIS, MN 55421	LOCKHEED MARTIN UNDERSEAS SYSTEMS 9500 GODWIN DRIVE MANASSAS, VA 20110
RECEIVING OFFICER, BLDG 140, CODE 4531 NAS LEMOORE LEMOORE, CA 93246	TREADWELL CORP. RAILROAD STREET THOMASTON, CT 06787	LOCKHEED MARTIN 3333 PILOT KNOB ROAD EAGAN, MN 55121	DEFENSE DISTRIBUTION DEPOT, CODE EA 1968 GILBERT ST. NORFOLK, VA 23512**
HUGHES AIRCRAFT COMPANY 1665 HUGHES WAY LONG BEACH, CA 90810	SMITH INDUSTRIES/AVIATION DIV 14180 ROOSEVELT BLVD. CLEARWATER, FL 34622-5000	RECEIVING OFFICER MCAS CHERRY POINT, NC 28533**	LITTON'S GUIDANCE & CONTROL SYS DIV 5500 CANOGA AVENUE WOODLAND HILLS, CA 91367-6698
AIR DRY CORP. OF AMERICA 1740 COMMERCE WAY	NAVAL AIR STATION BLDG 111, DOOR 24	BAE SYSTEMS 64 SPITBROOK ROAD. NASHUA, NH 03061	RAYTHEON SYSTEMS COMPANY 2555 ELLSMERE AVENUE NORFOLK, VA 23513

PASO ROBLES, CA 93446	JACKSONVILLE, FL 32212 **	CURTIS-WRIGHT CORP. 300 FAIRFIELD RD CALDWELL, NJ 07006	IMA LOCKHEED MARTIN 5813 WARD COURT VIRGINIA BEACH, VA 23455
TELEDYNE SYSTEMS CO. 19601 NORDHOFF ST. NORTHRIDGE, CA 91324	FLEET AND INDUSTRIAL SUPPLY CENTER, BLDG 110 NAVAL AIR STATION JACKSONVILLE, FL 32212	L3 COMMUNICATION SYSTEMS 1 FEDERAL STREET CAMDEN, NJ 08103	FLEET AND INDUSTRIAL SUPPLY CENTER PUGET SOUND BREMERTON, WA 98314
DEFENSE DISTRIBUTION DEPOT, CODE EO5, NAF, BLDG 3304 SAN DIEGO, CA 92136**	LOCKHEED MARTIN 3655 TAMPA RD. OLDSMAR, FL 34677	SMITHS INDUSTRY 7-11 VREELAND RD. FLORHAM PARK, NJ 07932	NAVSEA WARFARE CENTER 610 DOWELL STREET KEYPORT, WA 98345
NAVAIRSYSCOM, INTERIM CONTRACT SSF, LLDG 652, NAS N.I. SAN DIEGO, CA 92315	LOCKHEED MARTIN INFORMATION SYSTEMS 12506 LAKE UNDERHILL DR. ORLANDO, FL 32825	PLESSEY DYNAMICS CORP. 110 ALGONQUIN PARKWAY WHIPPANY, NJ 07981	FISCPS TRIDENT SUPPORT DEPARTMENT NAVIMFACPACNORWES T DSN 744-8639 SUBASE BANGOR BLDG 6403 SILVERDALE, WA 98315
LOGISTIC SERVICES INTL 6111 TECHNOLOGY COURT JACKSONVILLE, FL 32215-5000	LAMBA NOVATRONICS 2855 WEST MCNAB RD. POMPANO BEACH, FL 33081	FLIGHTLINE ELECTRONICS INC. 7500 MAIN STREET FISHERS, NY 14453- 0750	NAVAL SURFACE WARFARE CNT 101 STRAUSS AVE BLDG116 INDIAN HEAD MD 20840- 5035
ALFA-LAVAL SEPARATION INC. 3944 HOLLAND BLVD. CHESAPEAKE, VA 23323	D035K DEPOT SUPPLY DDWG-ER – DLA CENTRAL RECEIVING 455 BYRON STREET ROBBINS AFB GA 31098	COMMANDING OFFICER NAS JRB NEW ORLEANS 400 RUSSELL AVENUE BELLE CHASE LA 70143- 5012	NAVAL SURFACE WARFARE CNT DAHLGREN DIVISION 17320 DAHLGREN ROAD DAHLGREN VA 22448- 5000
NAVAL WEAPONS STATION YORKTOWN SUPPLY DEPARTMENT SHED 9 YORKTOWN VA 23691- 5000	**CRANE DIVISION NAVAL SURFACE WARFARE CENTER CRANE IN 47522	MALS SQDN 11 45249 MIRAMAR BAY 13 BLDG K7209 SAN DIEGO CA 92145- 5000	NAVAL AIR FACILITY BLDG 931 KEY WEST FL 33040- 5000
NORFOLK NAVAL SHIPYARD RECEIVING OFFICER BLDG 276 PORTSMOUTH VA 23709-5000	NAVAL AIR STATION BLDG 171 WILLOW GROVE PA 19090-5021	FISC NORFOLK DET EARLE NWS EARLE COMM 732 866 2387 201 HWY 34 S BLDG C33 COLTS NECK NJ 07722- 5019	NAVAL AIR WARFARE CENTER AIR DIV 47179 VAUGHN ROAD PATUXENT RIVER MD 20670-5000
FISC JAX DET CORPUS CHRISTI NAS CORPUS CHRISTI BLDG 10 9035 OCEAN DRIVE CORPUS CHRISTI TX 78419-5000	FISC ISD PUGET SOUND NAVAL SHIPYARD 1400 FARRAGUT AVE BLDG 514N BREMERTON WA 98314- 5001	MALS SQDN 49 STEWART ANG BASE BLDG 203 ONE MCDONALD STREET NEWBURGH NY 12550- 5012	MALS SQDN 16 AVIATION SUPPLY BLDG K209 BAY 5 SAN DIEGO CA 92145- 2025
NAVAL AIR STATION WHIDBEY ISLAND 3480 LANGLEY BOULEVARD OAK HARBOR WA 98278- 5200	SPECIAL MATERIAL SUPPLY DEPARTMENT CODE 900 BLDG X-137 NORFOLK VA 23512-5000	N60201 RECEIVING OFFICER BUILDING 1554 NAVAL STATION MAYPORT FL 32228-0098	FISC SAN DIEGO INGLESIDE ANNEX BUILDING P-15 NAVAL STATION INGLESIDE TX 78362-

MALS SQDN 26 2ND MARINE AIR WING FMF AIR STA H NEW RIVER JACKSONVILLE NC 28545-6070	SHORE INTERMEDIATE MAINTENANCE ACTY 9170 SECOND ST BLDG 200 NORFOLK VA 23511-2392	MARINE CORPS AIR STATION BLDG 328 MCAS YUMA AZ 85369-5000	5000
NAVAIR INTERIM CONT SUPPLY SUPPORT FACILITY BLDG 612 MCAS BEAUFORT BEAUFORT SC 29904- 5010	NAVAL SUBMARINE BASE NEW LONDON SUPPLY OPERATIONS GROTON CT 06349-5500	SPACE AND NAVAL WARFARE SYSTEMS CEN CHARLESTON 2921 AVE B NORTH BLDG 1639 N. CHARLESTON SC 29405-1639	MALS 13 REAR SUPPLY BLDG 328 MARINE CORPS AIR STATION YUMA AZ 85369-5000
RECEIVING OFFICER N60087 BUILDING 294 NAVAL AIR STATION BRUNSWICK ME 04011- 5000	CHEATHAM ANNEX WAREHOUSE 1 POC 757-887-7644 C STREET WILLIAMSBURG VA 23185	MATERIAL SUPPORT CEN 261A NORFOLK NAVAL SHIPYARD BUILDING 276 PORTSMOUTH VA 23709-7000	NAVAL AIR STATION MIRAMAR CODE N4153 45281 MIRAMAR WAY SAN DIEGO CA 92145- 5098
RECEIVING OFFICER BUILDING 1024 NAVAL AIR WEAPONS STATION CHINA LAKE CA 93555- 6001	COASTAL SYSTEMS STATION DAHLGREN NAVSURFWARREN PANAMA CITY FL 32407- 7001	NAS JRB FT WORTH RECEIVING OFFICER 1251 MILITARY PARKWAY FORT WORTH TX 76127- 1251	NAVAL AIR STATION LEMOORE BLDG 140 CODE 4531 RECEIVING OFFICE LEMOORE CA 93246- 5001
NAVAL AIR STATION SUPPLY DEPARTMENT 224 ALLEN ROAD MERIDIAN MS 39309- 5102	NAVAL AIR WEAPONS STATION RECEIVING OFFICER BUILDING 65 POINT MUGU CA 93042- 5001		TRAFFIC MANAGEMENT OFFICE CODE 5KF3 BUILDING 7209 DOOR 13 MARINE AIR STATION MIRAMAR SAN DIEGO CA 92145- 2007
NAVAL AIR ENGINEERING STATION BLDG 271, HIGHWAY 547 LAKEHURST NJ 08733	FISC BUILDING 110 NADEP FISC NAVAL AIR STATION JACKSONVILLE FL 32212-0097		
DEFENSE DISTRIBUTION DEPOT SAN JOAQUIN 25600 S CHRISMAN RD REC WHSE 10 TRACY CA 95376	LITTON ADVANCED SYSTEMS INC 5225 HELLYER AVENUE SUITE 100 SAN JOSE CA 95138- 5000		

Appendix F Reserved**Appendix G Reports**

1. Monthly Activity Report: For all shipments originating in a given month, the report shall show all TCNs, POR date, POS date, POD date, number of days transit time (excluding weekends and holidays), whether or not the shipment was on time, UIC Origin, UIC Destination, total number of shipments, total number of shipments delivered on time, and percentage of shipments delivered on time, shipments without POS, shipments without POD by TCN, percentage shipments without POS, and percentage shipments without POD. Include Summary of prior month's Shipments without POS and POD by TCN and status as of Report Generation date.

Example:

Report Period Month/Year

<u>TCN</u>	<u>TRANSIT</u>			<u>UIC</u>	<u>UIC</u>	<u>ORIGIN</u>	<u>DEST</u>
	<u>POR</u>	<u>POS</u>	<u>POD</u>	<u>TIME</u>	<u>ON TIME</u>		
N0018920010004	5/1/02	5/2/02	5/8/02	5	Y		
N0018920010023	5/3/02	5/7/02	5/10/02	5	Y		

Total number of shipments: 2

Total shipments delivered on time: 2

% delivered on time: 100%

Prior Month Without POS or POD:

<u>TCN</u>	<u>POR</u>	<u>POS</u>	<u>POD</u>	<u>TIME</u>	<u>TRANSIT</u>	<u>ORIGIN</u>	<u>UIC</u>	<u>UIC</u>
					<u>ON TIME</u>		<u>DEST</u>	
N0018920009990	4/29/02	4/30/02	5/5/02	5	Y			

2. Monthly Volume/Cost Report – Report showing origins as shown below, total number of shipments by Shipping Region, in each weight category, total weight of each weight category, and total cost, for non-expedited shipments only.

Example:

Month/Year

Origin	Weight Category	Region	Total # Shipments	Total Weight	Total Cost
Norfolk*	1-150	2	300	15,000	\$6,000
	151-499		100	25,000	\$7,500
	500-1999		100	80,000	\$22,400
	2000-9999		50	250,000	\$62,500
	10,000 and over		1	10,000	\$ 2,100

San Diego (Same as Above)

(List each CONUS node)

R&R

RFI

RDO

Local Delivery Norfolk

* Excludes local delivery Norfolk

3. Monthly Volume/Cost Report - Report showing same information in report #2, only for Expedited shipments only.

4. Monthly Total Cost of Accessorial Services - Report showing total cost of each accessorial service. Report should include the following information:

Month/Year of Report
 Type of Charges
 Amount of Charges
 Origin UIC & City/State
 Destination UIC & City/State
 POC Name/Ph#
 Date/Time charges occurred
 Remarks: "Briefly explain circumstances surrounding the charges."

Example:

Month/Year

Charge: Redelivery - \$10.00
 Origin: N00189 Norfolk, VA
 Dest: N00244 San Diego, CA
 POC: John Doe (619) 523-1000
 Charges occurred 1/15/03 1300
 Remarks: Carrier attempted to deliver material on 1/15/03. Carrier was instructed to redeliver freight the following day at 0800 due to an unscheduled security brief at the activity.

5. Monthly Loss and Damage – Report showing each lost or damaged shipment, as follows:

Month/Year of Report
 TCN
 Origin UIC & City/State
 Destination UIC & City/State
 Item NIIN/Nomenclature
 Item Cost
 Item Lost (Y/N)
 Item Damaged (Y/N)
 Remarks: "Briefly explain circumstances surrounding the loss/damage."
 Total Shipments loss or damaged
 % of Shipments loss or damaged

Example:

Month/Year

TCN N001890230G000XXX
 Origin: N00189 Norfolk, VA
 NIIN 0234-00-3456/ Radar dome
 Cost: \$10,000
 Item lost: Y
 Remarks: The shipment was picked up at Norfolk, VA destined to San Diego, CA. The item was lost in shipment.

Total Shipments lost or damaged: 1
 % of Shipments lost or damaged: 1%

Appendix H: Wage Rate Determination

The service Contract Act is applicable to this solicitation and the contractor is required to pay the prevailing wage. The website for the prevailing wage rate is <http://www.ceals.usace.army.mil/>

ATTACHMENT 1

SCHEDULE B PRICING SHEETS/ ESTIMATED VOLUMES

An excel file for the base year (two years), three-one year options has separately Posted On MTMC Web Site

ATTACHMENT 2

GOVERNMENT QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

1.0 Introduction

1.1 Background

1. Retrograde management is designed to reduce the amount of Navy repairable secondary items in the retrograde pipeline, while providing 100 percent visibility. The retrograde pipeline begins when the end user turns in a not ready for issue (NRFI) carcass to the Advanced Traceability and Control (ATAC) organization (hub and node), and ends with receipt, stow, and Transaction Item Reporting (TIR) of the carcass. ATAC provides special tracking and improved visibility for those Depot Level Repairables (DLRs) in the pipeline in order to prevent loss and optimize repair cycle times. Since 1985, ATAC has improved the process of TIR'ing, reduced DLR tracking follow-ups, and reduced delays in the movement and processing of retrograde repairables. Up until October 2000, this process was supported by an organization made up of both government and contractor personnel.

2. In response to OMB Circular No A-76 (revised), a commercial activities study was applied to the ATAC process. This study began in 1998 with the goal of determining the best value provider of ATAC services. In July 1999, the government's Most Efficient Organization (MEO) proposal successfully competed and won the five-year support service agreement. Upon notification of final decision, the ATAC organization transitioned to a fully governmental organization relieving the existing contractor of transportation management. The ATAC MEO commenced implementation on 15 October 2000.

3. The ATAC MEO consists 12 collection sites (Hubs and Nodes) located at key Navy operation areas around the world. Service Provider is responsible to perform DLR processing as specified in Section 3.0 of the PWS and further elaborated upon within this QA Plan.

4. ATAC MEO Sites are located at:

Western Region Hub - San Diego CA
 Western Region Nodes - Lemoore CA, Puget Sound WA, Pearl Harbor HI, and Yokosuka JA
 Repair and Return Sites – Fallon NV and China Lake CA
 Eastern Region Hub – Norfolk VA
 Cherry PT NC, Beaufort NC, Pensacola FL, Jacksonville FL, Sigonella IT, and Bahrain
 Repair and Return Sites - Washington D.C., New Orleans LA and Atlanta GA

5. The MEO has had separate contractual arrangements at each Hub to perform various transportation functions in direct support of moving RFI, NRFI and RDO directed equipment into and out of repair locations from and to units and stock locations.

1.2. Goals

The basis of this Quality Assurance Surveillance Plan (QASP) is the ATAC Transportation Support PWS above. This document defines the process by which the government will evaluate the performance of the PWS by the winning contractor. The QASP describes methods of inspection, performance metrics, required reports, and the needed resources including estimated work hours to verify quality.

1.3 Purpose

1. The QASP is designed to assist the MEO (Governmental organization) in monitoring the quality and quantity of services that may be provided by a Service Provider organization. The plan must comply with the requirements of the Performance Work Statement (PWS).

2. The QASP consists of the following parts:

Part I, Quality Assurance Requirements. This is an overview and general description of the elements relating to the quantity and quality of the transportation services required by the PWS. It references functional and

performance requirements specified in the PWS. In most cases, average work days (AWD) computation will be used to determine acceptable quality levels (AQL) compliance.

Part II, Quality Assurance Methods. This is an assessment of the risks and benefits associated with choosing a particular surveillance method for a given performance requirement. It also identifies any critical logistics, protocol, mission sensitive, or similar considerations that, if not dealt with appropriately, may adversely impact the successful performance of PWS requirements. The NAVICP Retrograde Program Manager will use information from this section to decide on the level of quality assurance (QA) resources, which can be supported, and the amount of risk, which can be assumed.

Part III, Quality Assurance Surveillance Schedule. This guides the ATAC Program Manager, Regional ATAC Hub Managers, and Quality Assurance Evaluator (QAE) in scheduling and documenting the performance of the Service Provider performing the work described in the PWS. It is anticipated that the ATAC MEO will be reviewed, as needed. These reviews may take the form of reviewing database information and/or on-site visits. The level of surveillance will be predicated by performance results that will be reviewed by the ATAC Program Manager.

Part IV, Quality Control Plan Review. Provides the QAE(s) a method to review the Service Provider's Quality Control (QC) Plan, past performance history, any certification, and the actual performance of services. Depending on all of these factors, the level of surveillance may be adjusted upwards if there are performance problems or downwards if performance is at or above the desired levels.

Part V, Sampling Plans. Provide the QAE(s) with information on industry proven methods and techniques of surveillance, acceptable quality level, lot size, sample size, performance standard and procedure for inspecting Service Provider performance.

2.0 OVERVIEW

2.1 Development

This QASP has been developed to provide the QAE(s) an effective and systematic surveillance method for selected transportation functions described in the PWS.

2.2 Methodology

This QASP provides a systematic method to evaluate services required (e.g., quality, quantity, timeliness, etc.) and not the details of how the Service Provider accomplishes the work. This QA Plan intends to identify the various surveillance methods that will facilitate the satisfactory performance of the service provider.

2.3 Service Provider responsibility

1. This QASP is based on the premise that the Service Provider is responsible for management and quality control actions to meet the terms of the PWS. The performance requirements and standards outlined in the ATAC PWS recognize Service Provider performance will not be perfect, and unforeseen and uncontrollable problems do occur. However, good management and the use of an adequate quality control plan will assist the Service Provider in operating within specified performance requirements.

2. The Global ATAC Contractor is the owner of their own QC process and should institute procedures that, if followed, will produce the desired outcomes. The Service Provider develops, implements, and modifies the QC process. QAE(s) from the ATAC MEO, will conduct periodic reviews of the quality control process to ensure its adequacy. The QAE(s) will vary the level of surveillance depending on the Service Provider's conformance to quality levels and overall performance. The QAE(s) will use statistically valid samples to ensure that the Service Provider's process is accomplishing the desired performance standards of the contract.

2.4 Government Responsibility

The MEO ATAC Program Office will use sound judgment based upon factual data and field reports to determine the adequate level of involvement of the QAE function. If the Service Provider's performance is not satisfactory, and it appears that the Service Provider's QC process has not produced the desired result, the ATAC MEO Program Manager may opt to increase quality assurance surveillance in order to protect the Government's interests. If the service provider's performance is consistently within standard, then the ATAC Program Manager may opt to decrease the level of surveillance, but not ignore the required reporting of cost and performance outlined within the PWS.

2.5 Non-conformance

Non-conformance with PWS requirements is a “defect.” The terms “defective” and “discrepancy” are used in reference to a service output that does not meet the output’s associated standard as defined in the PWS. If any MEO Government action or lack of action causes unacceptable performance, which results in a defect, then these defects, to include associated costs shall not be counted against the Service Provider. All costs associated with rework due to Service Provider defects are the responsibility of the Service Provider.

2.6 Corrective Action

Unless otherwise specified below, the Service Provider shall correct all discrepancies within 20 workdays of the initial finding. Corrective action shall be reported to the ATAC MEO Program Management Office. If situations exist where the problem cannot be corrected within the 20 work day timeframe, appropriate documentation will be provided by the service provider, stating an anticipated cure date and reported to the ATAC MEO Program Manager.

3.0 Part I Quality Assurance Requirements

3.1 Overview of PWS Requirements

The following PWS Requirements, Table 1, are referenced in the PWS and the Quality Assurance Methods section of this document. These requirements (which apply to NRFI, RDO/RFI, and R&R) will be in effect at the start of the Service Provider performance period.

C.4.3.1. Pickup Material

Refers to the total effort involved in pickup and delivery services for NRFI, RDO/RFI, and R&R (PWS Sections 4.3.1, C.4.4).

C.4.3.Consolidation of Shipments

Refers to activities involved in consolidation of shipments to achieve efficiency (PWS Section 4.3.5).

C.4.3.6. Traceability

Refers to activities involved in the process of Tracking and Tracing (PWS Section 4.3.6).

C.4.3.7 Delivery of Shipments

Refers to activities involved in timely delivery of shipments (PWS Section 4.3.7).

C.4.3.8 Safe Delivery to Destination

Refers to total effort of transporting material safely and securely (PWS Sections 4.3.8).

C.4.6.10. Reporting

Refers to accurate and timely reporting (PWS Sections 4.6.10).

4.0 Part II Quality Assurance Methods

4.1 Overview

This section discusses the risks and benefits of acceptable quality assurance surveillance methods. The ATAC Program Manager will assign and approve QAE schedules. The QAE(s) will recommend one or more of the surveillance methods listed below for use on each of the tasks within the functional areas defined in the Technical Exhibits of the PWS. The allocation of the QAE(s) will be based on the QAE(s) technical expertise and experience, as well as the requirements of the contract and the performance of the Service Provider.

4.2 One Hundred (100) Percent Surveillance

This is usually the most appropriate method for infrequent tasks or tasks with stringent performance requirements, e.g. where fleet readiness, poor inventory levels, or national security is a concern (i.e., expediting of flight critical parts in low supply). With this method, performance is inspected/evaluated at each service occurrence. The results of the Service Provider's overall performance are then evaluated to determine acceptability of the lot. This is the most costly method of surveillance and must be prudently applied to support the overall process. It is probably not applicable to the efforts on this contract.

4.3 Management Information Systems

Existing Management Information Systems (MIS) can be used for surveillance (i.e., ATAC mainframe database, WEB Based MRIL, NAVICP UICP Transaction History Files, ATAC Operational Reporting System). The results are similar to 100 percent inspection in that the QAE(s) can check every reported occurrence of the service output (i.e., through the use of tracking reports and audits of databases). The use of a MIS differs, however, in that there is no physical inspection of the output. Instead, the collected information is compared to a PWS standard, and on the basis of the comparison performance can be accepted or rejected. To be usable in a QA Plan, the information in the MIS must describe the Service Provider's output or performance rather than the methods of performance.

4.4 Planned Sampling

This method, sometimes called "periodic sampling," consists of the evaluation of tasks selected on other than a 100 percent or random basis. This method may be appropriate for tasks that occur infrequently, and where 100 percent inspection is neither required nor practicable.

4.5 Random Sampling

1. This is usually the most appropriate method for recurring tasks. While 100 percent inspection leaves little margin for error, it is too expensive to be used in most cases. With random sampling, services are sampled to determine if the level of performance is acceptable. Computer programs are available to assist in establishing sampling procedures.
2. For tasks surveyed by random sampling procedures, random selection will be generated by either a statistically valid computer program or by using a random number table. When selecting statistically valid random samples, the number of selections should exceed the required sample size by at least 10 percent to allow for situations where a selected sample cannot be evaluated. Replacement samples must be used in the order drawn.
3. When random sampling is the method of surveillance, any customer complaints or observed unacceptable performance by the Service Provider, other than during a sample observation, shall not be counted as defects. These complaints and observations should be noted and reinforce the validity of the sample results. Only defects discovered during sample observations will be counted.

4.6 Customer Complaints/Compliments

1. Although usually not a primary method of surveillance, customer complaints or compliments are valuable supplements to more systematic methods. For example, in a case where random sampling indicates unsatisfactory service, customer complaints can be used as substantiating evidence. Likewise, compliments may indicate superior performance. In all cases, complaints or compliments, often coming at the initiative of a customer, should be documented on a standard form.
2. The ATAC Program Manager shall determine what action to take if the Service Provider continuously receives customer complaints for the same services. The QAE(s) should provide relevant documentation to the ATAC Program Manager and ATAC Regional Managers to aid in remedial action. In all cases, the customer who lodged the complaint will receive feedback from the service provider on the status of the service in question.

4.7 Customer Satisfaction

1. Measuring customer satisfaction is different than keeping track of and responding to specific customer complaints. To measure customer satisfaction, and to use it from a quality assurance surveillance perspective, the survey must be administered in a statistically valid manner. Non-scientific surveys that are developed and administered locally should not be used for quality assurance purposes. While they may be extremely useful to local management, they are not valid for use in award fee determination or deduct analyses.

2. Since ATAC operations are customer focused, using a statistically valid customer survey methodology is a useful method of quality assurance. The idea is to develop a survey instrument that captures customer views about various aspects and the overall level of their satisfaction with the service they receive. By conducting the survey of a statistically valid sample of customers, the quality assurance organization can establish a baseline of customer satisfaction levels. Then, by periodically repeating the survey, the level of customer satisfaction can be compared to the baseline thus providing a comparison of customer satisfaction over time. Maintaining or improving the level of customer satisfaction would be the goal of meeting the performance requirement. (Customer Feedback Comments via FISC Website)

4.8 Combining Methods of Surveillance

The various methods of surveillance are not mutually exclusive. If more than one factor is pertinent to a specific function or individual task, they should be considered in the selection of the surveillance method(s).

4.9 Overview of Surveillance Methods by Functional Area

Table 1, Performance Requirements Summary, provides the QAE(s) with an effective method to monitor the activities of the Service Provider. The purpose of the inspection process is to measure Service Provider performance against specified performance standards to assure acceptable work accomplishment.

Table 1
Performance Requirements Summary
(NRFI/RDO/RFI/R&R)

Performance Objective	Performance Measure	Performance Standard	Responsible Function	Surveillance Method	Frequency
C.4.3.1 Pick up	Timely pick up	100%	COR	MIS, Complaints	Monthly
C.4.3.5 Consolidation	Amount of consolidation	90% of shipments	COR	Random Sampling	Quarterly
C.4.3.6 Traceability	Accurate entry	100%	COR	Random Sampling	Quarterly
C.4.3.6 Traceability	Timely entry	100%	COR	Random Sampling	Quarterly
C.4.3.7 Delivery	Timely delivery	99%	COR	MIS, Complaints	Monthly
C.4.3.8 Loss	Assets lost	NMT 50 events/year	COR	Contractor Reporting	Annually
C.4.3.8 Damage	Assets damaged	NMT 50 events/year	COR	Contractor Reporting	Annually
C.4.6.10 Reports	Timeliness of report Submission	100%	COR	Random Sampling	Quarterly

4.10 Quality Assurance Evaluators (QAE)

1. The quality assurance organization exists under the authority of the ATAC Program Manager. The QAEs work for and report to the ATAC Program Manager. The ATAC Program Manager is responsible for coordinating and scheduling QAE visits.

2. QAE(s) must be fully qualified to meet the major responsibilities of the position:

- a. Maintain complete and accurate documentation which show quality and timeliness of services provided with specified time period
- b. Maintain good working relationship with the Service Provider
- c. Have thorough knowledge of the PWS requirements
- d. Demonstrate knowledge of the area under surveillance; and
- e. Have an understanding of contracting procedures

3. The ATAC MEO Program Manager shall ensure QAEs are qualified to perform inspections. The QAE(s) must be objective, fair, and consistent in evaluating Service Provider performance against the standards, established by the PWS or otherwise agreed upon by ATAC Program Manager and ATAC Region Managers.

5.0 Part III Quality Assurance Surveillance Schedule

5.1 Quality Assurance Evaluation Schedule

1. QAE(s) will develop a monthly surveillance schedule. The ATAC MEO Program Manager shall coordinate and approve surveillance schedules, providing copies of the approved schedules to the ATAC Region Managers. The ATAC Region Manager will have input to the schedule.

2. Changes to the surveillance schedule will be approved and posted with copies sent to all concerned, in a timely manner. QAE(s) shall document the reason(s) for the changes. It may not be possible to make changes to the extent that samples might become statistically invalid. It may be necessary to implement the original plan; and work on the specific problem area with the ATAC Program Manager and ATAC Region Managers.

5.2 Actual Surveillance

1. Actual surveillance should be comparable to the planned surveillance schedule with any deviations noted in writing. If less than the required number of inspections are made or inspections are made outside the randomly selected sample, the ability to project from random sample results is lost. If this should occur, the QAE(s) shall document the reasons the inspections were missed and consider the performance results for those missed inspections acceptable. This alternative increases the Government's risk of accepting a defective lot. Therefore, it is essential that the exact number of scheduled inspections be accomplished to maintain an effective quality assurance system.

2. For surveillance utilizing the random sampling technique, QAE(s) shall reference Table 2, Suggested Sample Sizes, when determining the monthly lot and sample size for those specific tasks. The QAE(s) shall determine and adjust the sample size based on population size, criticality of the task, and the past performance of the Service Provider. Financial impact of the area being accessed will always over ride Table 2 in order to estimate positive or negative impact of financial accounting.

Table 2
Suggested Sample Size

Population Size	Normal Sample Size	Medium Sample Size	Small Sample Size
2-8	2	2	2
9-15	3	2	2
16-25	5	3	3
26-50	8	5	5
51-90	13	5	5
91-150	20	8	8
151-280	32	13	13
281-500	50	20	13
501-1,200	80	32	20
1,201-3,200	125	50	32
3,201-10,000	200	80	32
10,001-35,000	315	125	50
35,001-150,000	500	200	80
150,001-500,000	800	315	80
> 500,001	1250	500	125
Source: MILSTD105D			

5.3 Surveillance Documentation

The QAE(s) shall document the results of the surveillance and shall submit results monthly to the ATAC Program Manager and ATAC Regional Hub Managers.

5.4 Communication

QAE(s) shall notify the Service Provider of any discrepancies and/or concerns. An initial notification will be provided upon completion of the review. This notification will be annotated in writing and a copy maintained for the ATAC Program Manager and ATAC Regional Hub Managers' records within five work days following the review.

5.5 Revisions to the QA Plan

The ATAC Program Manager must approve revisions to this surveillance plan.

6.0 Part IV Quality Control Plan Review

6.1 Quality Control Plan Inspection Procedure

1. The Contractor shall establish QC schedule not later than the 25th of the preceding month. This provides the QAE(s) a method to review the Service Provider's QC Plan, past performance history, and the actual performance of services. At a minimum, the QC plan shall monitor the requirements presented in the PWS.
2. Depending on all of these factors, the level of surveillance may be adjusted upwards if there are performance problems or downwards if performance is at or above the desired levels. Additionally, the QAE(s) will record defects in the QC Program for failure of the Service Provider to recognize valid customer complaints and record unacceptable performance for contract requirements.
3. The QAE(s) will schedule progress/performance review meetings with the Service Provider. These meetings could be monthly, or more frequently if performance problems occur. The purpose of the meetings shall be to discuss any performance problems from the prior period and review the Service Provider's QC plan for the upcoming period. The idea is to focus on quality performance. If there are important planning issues or special requirements, these issues can also be discussed at these meetings.

7.0 Part V Sampling Plans

7.1 – PWS C.4.3.1: Pickup. (NRFI)

The contractor must provide service that ensures timely pickup of material in accordance with the PWS.

Method of Surveillance: MIS, complaints

Frequency: TBD

Acceptable Quality Level: 100 percent

Lot Size: TBD

Sample Size: TBD

Performance Measure:

Material is accepted at collection points during normal working hours

At sites requiring scheduled pickup service, material is picked up on the same day scheduled

At sites requiring "on call" pickup service, items are picked up no later than the next working day after being notified material is available for pickup.

Inspection Procedure: TBD

7.2 – PWS C.4.3.5: Shipment Consolidation (NRFI)

In addition to providing the pickup of material described above, the service provider shall consolidate shipments in order to provide the best shipping rates within the constraints of meeting transit time requirements for the MEO.

Method of Surveillance: Random Sampling

Frequency: TBD

Acceptable Quality Level: 90 percent

Lot Size: TBD

Sample Size: TBD

Performance Measure:

Consolidation applied to the maximum amount possible to all opportunities for consolidation of shipments to same location for best rate break to MEO, while meeting required transit requirements.

Inspection Procedure: TBD

7.3 – PWS C.4.3.6: Traceability (NRFI)

The service provider shall provide timely and accurate traceability/visibility of items being shipped.

Method of Surveillance: Random Sampling, exceptions reported.

Frequency: TBD

Acceptable Quality Level: 100 percent accurate and 100 percent timeliness

Lot Size: TBD

Sample Size: TBD

Performance Measure:

Material is accepted at collection points during normal working hours

At sites requiring scheduled pickup service, material is picked up on the same day scheduled

At sites requiring “on call” pickup service, items are picked up no later than the next working day after being notified material is available for pickup.

Inspection Procedure: TBD

7.4 – PWS C.4.3.7: Delivery

The service provider shall provide timely delivery of all shipments under its responsibility.

Method of Surveillance: Random Sampling

Frequency: TBD

Acceptable Quality Level: 99 percent

Lot Size: TBD

Sample Size: TBD

Performance Measure:

Material is accepted at collection points during normal working hours

At sites requiring scheduled pickup service, material is picked up on the same day scheduled

At sites requiring “on call” pickup service, items are picked up no later than the next working day after being notified material is available for pickup.

Inspection Procedure: TBD

7.5 – PWS C.4.3.8: Safe/Secure Delivery of Shipments

The service provider shall deliver shipments safely and securely free from loss or damage.

Method of Surveillance: Contractor reporting

Frequency: TBD

Acceptable Quality Level: Not more than 50 events of loss per year
Not more than 50 events of damage per year

Lot Size: TBD

Sample Size: TBD

Performance Measure:

Material lost in transit
Material damaged in transit

Inspection Procedure: TBD

7.1.6 – PWS C.4.6.10: Reporting

The service provider shall deliver required reports in a timely and accurate manner.

Method of Surveillance: Random Sampling

Frequency: TBD

Acceptable Quality Level: 100 percent

Lot Size: TBD

Sample Size: TBD

Performance Measure:

Reports are delivered accurately
Reports are delivered to meet time requirements

Inspection Procedure: TBD

ATTACHMENT 3
PERFORMANCE EVALUATION SHEET

Performance Evaluation Sheet

Date:

1. PERFORMANCE MONITOR:

2. EVALUATION PERIOD:

3. PERFORMANCE AREA:

4. RELATED PERFORMANCE OBJECTIVE:

5. PWS PARAGRAPH NUMBER:

6. SOURCE OF INFORMATION:

7. SUMMARY OF PERFORMANCE

8. CONTRACTOR PERSONNEL CONTACTED:

9. REMARKS:

ATTACHMENT 4**PAST PERFORMANCE QUESTIONNAIRE (PPQ)****I. Evaluation of Offeror:**

Company/Division Providing Services: _____

Address: _____

Description of Services Provided: _____

Contract Number: _____ Dollar Value (Annual): _____

Performance Period: _____ Performance Location: _____

Type of Contract:

Check One:

Fixed Price _____ Cost Reimbursement _____ Other (Please Specify) _____

Check One:

Negotiated _____ Sealed Bid _____ Competitive _____ Non-Competitive _____

Basis of Payment:

Commodity _____ Labor/Equipment Hours _____ Other (specify) _____

Type & Extent of Subcontracting: _____

II. Evaluated by:

Company/Organization/Address: _____

Name & Title: _____

Signature: _____ Date: _____

Telephone: _____ FAX: _____

III. Evaluation:

Please answer questions 1 through 15 using the following criteria. Circle only one response per question. For elements rated "unsatisfactory", please comment on the specific problem(s) or performance failure(s) that prompted this rating.

- 4 - Exceptional: Performance met and exceeded many of the contractual requirements to the organization's benefit. The contractual performance of the element being evaluated was accomplished with few minor problems for which corrective actions were highly effective.
- 3 - Very Good: Performance met and exceeded some to the contractual requirements to the organization's benefit. The contractual performance of the element being evaluated was accomplished with some minor problems for which corrective actions were effective.
- 2 - Satisfactory: Performance met contractual requirements. The contractual performance of the element being evaluated was accomplished with some minor problems for which corrective actions were satisfactory.
- 1 – Marginal: Performance barely met contractual requirements. The contractual performance of the element being evaluated reflects a serious problem for which corrective actions have not yet been identified, appear only marginally effective or were not fully implemented.
- 0 – Unsatisfactory: Performance did not meet some contractual requirement and recovery is not likely in a timely manner. The contractual performance of the element being evaluate reflects serious problems for which corrective actions were ineffective.
- N/A: Not Applicable or not observed.

1. Evaluate the contractor's overall commitment to quality performance and customer satisfaction.

4 3 2 1 0 N/A

Comment:

2. Evaluate the contractor's overall technical competence.

4 3 2 1 0 N/A

Comment:

3. Evaluate the contractor's cooperation and willingness to work as a team (with your personnel, other contractors, etc.).

4 3 2 1 0 N/A

Comment:

4. Evaluate the contractor's compliance with contractual requirements.

4 3 2 1 0 N/A

Comment:

5. Evaluate the contractor's responsiveness to contract, program and/or schedule changes.

4 3 2 1 0 N/A

Comment:

6. Evaluate the effectiveness of the contractor's overall quality control procedures.

4 3 2 1 0 N/A

Comment:

7. Evaluate the effectiveness of the contractor's safety program or efforts.

4 3 2 1 0 N/A

Comment:

8. Evaluate the effectiveness of the contractor's cargo loss and damage prevention program or efforts.

4 3 2 1 0 N/A

Comment:

9. Evaluate the effectiveness of the contractor's on-site management and supervision.

4 3 2 1 0 N/A

Comment:

10. Evaluate the contractor's ability to overcome technical problems, labor issues, and/or other performance difficulties.

4 3 2 1 0 N/A

Comment:

11. Evaluate the contractor's ability to plan and conduct operations in the most cost effective manner.

4 3 2 1 0 N/A

Comment:

12. Evaluate the contractor's ability to adhere to schedules and complete work on time.

4 3 2 1 0 N/A

Comment:

13. Evaluate the quality and stability of the contractor's workforce.

4 3 2 1 0 N/A

Comment:

14. Evaluate the availability, adequacy and suitability of the contractor's staffing for the work required.

4 3 2 1 0 N/A

Comment:

15. Evaluate the availability, adequacy and suitability of the contractor's gear and equipment for the work required.

4 3 2 1 0 N/A

Comment: